

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700) ➡		Rating DOA4	Page 1	of 94	Pages
2. Contract Number		3. Solicitation Number W56HZV-11-R-0001		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2010NOV30		6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-AHL WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7)				

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

SOLICITATION

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 01:00pm (hour) local time 2011JAN21 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call: ➡	A. Name ANDRE SHINA		B. Telephone (No Collect Calls)			C. E-mail Address ANDRE.SHINA@US.ARMY.MIL
			Area Code (586)	Number 282-3750	Ext.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8) ➡	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number		15C. Check if Remittance Address is <input type="checkbox"/> Different From Above - Enter such Address In Schedule		17. Signature	18. Offer Date
Area Code	Number	Ext.			

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation		
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) ➡		Item 25
24. Administered By (If other than Item 7) Code			25. Payment Will Be Made By Code		
SCD PAS NONE ADP PT					
26. Name of Contracting Officer (Type or Print)			27. United States Of America (Signature of Contracting Officer)		28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
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A-1	52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING (TACOM)	DEC/2009
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****NOTE**** PLEASE SEE SECTION L FOR THE GCV SPECIFIC RFP SUBMISSION INSTRUCTIONS.*****

(a) All TACOM solicitations and awards are distributed on the TACOM-Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You must be registered in the Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.

(c) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the TACOM Contracting Center, Warren, Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified above. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified above, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Solicitations may remain posted on the AFSP Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help using ProcNet, call our Electronic Contracting Help Desk at (586) 282-7059, or send an email to DAMI_AcquisitionCenterWebPage@conus.army.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/db/procure.htm> to find a location near you.

End of Provision

A-2	52.201-4000 TACOM-WARREN OMBUDSPERSON (TACOM)	JAN/2006
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Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

A-3	52.214-4000 ACKNOWLEDGMENT OF AMENDMENTS	OCT/1993
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Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date below:

Amendment Number	Date
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Name of Offeror or Contractor:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of Provision)

Notwithstanding the designation on the cover page of this Request for Proposal (RFP), the GCV IFV TD phase contract will not be D0A4 rated and will have no rating until the production phase is initiated.

Additionally, electronic submission of proposals, notwithstanding any such clauses to the contrary in this RFP, is not an acceptable form of proposal delivery. The specific direction for proposal delivery is located in Section L of this RFP.

EXECUTIVE SUMMARY
Ground Combat Vehicle (GCV) Infantry Fighting Vehicle (IFV)
Technology Development (TD) Phase
REQUEST FOR PROPOSAL # W56HZV-11-R-0001

Additional GCV IFV information is contained at the GCV IFV webpage at <http://contracting.tacom.army.mil/majorsys/gcv/gcv.htm>

INTRODUCTION

Request for Proposal W56HZV-11-R-0001 (RFP) is hereby issued by the US Army TACOM Life Cycle Management Command (LCMC) for the TD phase of the GCV IFV program. The Army has established a GCV IFV program to develop and procure ground combat vehicles. The GCV IFV program uses an incremental or block approach to develop and procure ground combat vehicles based on technology maturity, schedule and affordability constraints while addressing key operational gaps.

The first ground combat vehicle will be the GCV IFV offering a highly-survivable platform for delivering a nine-Soldier infantry squad to the battlefield. The GCV IFV is the first vehicle that will be designed and developed to operate in an improvised explosive device (IED) environment and will be highly survivable, mobile and versatile. Future increments are yet to be defined but may be focused on capability improvements and/or additional GCV variants as the Army defines specific requirements.

This RFP represents the Army's sole request for this requirement. The prior solicitation for the GCV IFV TD Phase is cancelled in its entirety and no longer informs this RFP in any fashion.

TECHNOLOGY DEVELOPMENT PHASE AFFORDABILITY

Any proposal received in response to this RFP that proposes a price in excess of \$450,000,000 will be considered unaffordable.

GCV IFV PROGRAM INTENT

The GCV IFV Program's intent is to develop and deliver an affordable and effective infantry fighting vehicle in seven years by utilizing mature technologies and focusing on system design that integrates all subsystems and components.

It is the Government's intent for contractors to utilize mature, low-risk technologies. To this end, offerors need to identify their approaches to maximize the inclusion of mature technologies selected, giving consideration to any modifications necessary for effective integration. Offerors may non-developmental, modified non-developmental or developmental solutions. The specific evaluation criteria are described in Section M of this RFP.

The GCV IFV Program is driven to achieve four primary imperatives referred to as the "Big Four". These imperatives have been decomposed into the Tier One (1) GCV IFV Performance Specification requirements.

These "Big Four" imperatives are defined as follows:

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-Force Protection is achieving a threshold level of protection for all occupants against the threats identified in the classified annex of the GCV IFV Performance Specification.

-Capacity is a vehicle crew and a fully-equipped nine soldier Infantry squad.

-Full Spectrum is a versatile platform able to adapt and/or enhance capabilities through configuration changes of armor and network while providing for growth over time in terms of size, weight, power and cooling.

-Timing is the delivery and acceptance of the first production GCV IFV vehicle within seven years of the TD phase contract award.

Offerors must balance Affordability with the achievement of the "Big Four" imperatives. The Government's average Unit Manufacturing Cost target for the GCV IFV Program is \$9,000,000 to \$10,500,000 per unit expressed in Government fiscal year 2010 constant dollars (as defined by the 2010 Office of the Secretary of Defense Inflation Guidance FY2011 President's Budget). In addition, the GCV IFV target Operation & Sustainment cost is \$200 per mile expressed in Government fiscal year 2010 constant dollars (as defined by the 2010 Office of the Secretary of Defense Inflation Guidance FY2011 President's Budget).

The GCV IFV has three Tiers of requirements (Tier 1, Tier 2, and Tier 3), the definitions of which are contained in Attachment 026 to this RFP. In responding to the RFP, offerors are encouraged to perform tradeoff analysis within the available trade space of the GCV IFV requirement, defined as the Tier Two and Tier Three requirements listed in Attachment 026, to provide an affordable, capable vehicle within seven years of TD phase contract award.

GOVERNMENT FURNISHED PROPERTY (GFP)/GOVERNMENT FURNISHED EQUIPMENT (GFE)

No GFP or GFE is offered as part of this RFP. Offerors may request GFP and GFE as part of their proposals provided they identify the Government Program or Agency that is to provide the GFP/GFE along with documentation that the Government Program Agency agrees to provide the GFP/GFE and the GFP/GFE will be available for the requested period.

GCV IFV OVERALL PROGRAM APPROACH

Technology Development Phase

The GCV IFV development effort will consist of three phases: Technology Development (TD), Engineering and Manufacturing Development (EMD), and Production and Deployment (PD).

The goal of the TD phase is to reduce overall risk for entering into the EMD phase by developing an affordable, feasible and operationally effective preliminary design. The 24 month period of performance will focus on development of a system design that integrates all subsystems and components to reduce technical risk and balances affordability with system performance.

The key program event of the TD phase is the Preliminary Design Review (PDR) which will be held no later than 18 months after award of the TD phase contracts. Upon completion of the PDR, TD phase contractors will continue to reduce integration risk while maturing their designs and incorporate key findings from the PDR. In addition, TD phase contractors will further refine the Unit Manufacturing Cost (UMC) estimates and focus on the TD phase exit criteria (TBD) during the remainder of the TD phase per the Statement of Work (Attachment 001).

The Government intends to award up to three (3) Fixed Price Incentive Fee(FPIF) contract(s) for the TD phase. The share ratio for overruns is 0/100 (Government/Contractor) and the share ratio for underruns is 80/20 (Government/Contractor). Refer to FAR clause 52.216-16 located at I-132 of this RFP for additional detail regarding Incentive Fee. The share ratios are not subject to negotiation. Proposals offering an alternative share ratio or contract type will not be considered. Selection of the offeror(s) for this phase will be based on the assessment of proposals submitted in response to this RFP and evaluated in accordance with Section M.

During performance of the TD phase contracts, contractors are required to deliver the following two subsystem prototypes: (i) a Mine Blast Subsystem Prototype Test Article; and (ii) a Rocket Propelled Grenade Protection Subsystem Prototype. In addition to these required prototypes, offerors may propose prototypes in addition to the two specified to mitigate areas of risk in their proposed initial concepts. However, the Government will not take delivery of any additional prototypes for testing.

A large aspect of the GCV IFV TD phase is preparation for a seamless entrance into the EMD phase. Therefore, as part of its proposal, offerors are required to submit an Integrated Master Plan (IMP) that contains events, accomplishments and criteria through delivery of the First Full-Up Prototype Vehicle (30 months from award of the EMD contract). Similarly, offerors are required to submit an Integrated Master Schedule (IMS) that contains planning packages through delivery of the Early Prototype (-) vehicle (12 months from award of the EMD contract).

Engineering and Manufacturing Development (EMD) phase

The EMD Phase, which is currently planned to be solicited in Fiscal Year 2013, will focus on completing a GCV IFV detailed design,

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building integrated GCV IFV prototypes, further reducing integration risk and conducting key tests including Production Qualification Testing (PQT), a Limited User Test, and ballistic survivability testing. EMD contracts will include a 48 month period of performance and will be awarded based on a best value source selection to select up to two (2) contractors based upon price, schedule and technical performance. It is the intent of the Army to limit competition to the TD phase contractors. If the Army does not obtain approval for limited competition, then the solicitation for the EMD phase will be issued on the basis of full and open competition.

It is anticipated that the criteria listed below will be principal determining factors in EMD contract award. Detailed evaluation criteria for the source selection are anticipated to be available within the first year of the TD phase.

Potential evaluation criteria, which may change based upon changing circumstances and the needs of the Army, for the EMD competition may include the evaluation of a proposal that:

- Is affordable within the EMD price, UMC targets, and O&S cost targets
- Achieves the Tier 1 GCV IFV Performance Specification requirements
- Exhibits a high level of design maturity (e.g. drawings completed, Substantiating engineering analysis, logical architecture defined, low risk software build plan in place, etc.)
- Provides the warfighter with operational utility
- Achieves identified reliability levels
- Contains a credible EMD plan that includes the delivery of prototypes to test in accordance with the GCV IFV Program Plan (Attachment 008).
- Mitigates integration risks prior to completion of EMD to demonstrate compliance with the GCV IFV Performance Specification established at MS B.
- Has the ability to deliver EMD prototypes with capability to successfully execute the Limited User Test
- Contains an executable EMD schedule to produce, deliver, and test EMD prototypes and prepare for successful delivery of the first production vehicle
- Achieves as much capability of the Tier 2 GCV IFV Performance Specification requirements as possible
- Credibly achieves performance levels between threshold to objective in specified GCV IFV Performance Specification requirements
- Limits restrictions on the Government's ability to use or disclose technical data

At this time, in an effort to reduce integration risk, 15 GCV IFV integrated system prototypes are planned to be required during the EMD phase from each contractor. These include the delivery of 3 integrated Early Prototype (-) vehicles (two for government testing and one delivered to the contractor integration facility for contractor integration testing) prior to the delivery of the 12 First Full-Up Prototype vehicles. The Early Prototypes (-) are to be representative of the target design for the capabilities listed in the EMD solicitation with minimal surrogate hardware and are targeted to support technical risk reduction and design feedback.

In an effort to reduce integration risk, the EMD scope will require the delivery (see Attachment 008) of three (3) Early Prototype (-) vehicles (two for Government testing and one delivered to the contractor integration facility) that contain the following (as such, components (hardware and software) delivered should represent the target design for the capabilities listed with minimal representative (surrogate) supporting hardware/software):

- Hull structure and compartmentation, propulsion system, suspension, power generation, distribution and management, crew/dismount capacity and seating
- Turret structure with compartmentation and primary weapon, coax, CIWS, missile, target acquisition sensors, fire control, target handoff capability (hunter-killer) and manual backup operation of weapons
- Modular armor with attachments
- Associated computing and data distribution infrastructure/architecture (e.g., databus, operating system, middleware)
- Associated crew station (e.g., user interface, inceptor, etc.)

Delivery of Early Prototype (-) vehicles will initiate developmental testing to checkout and verify integrated design capabilities and provide feedback to critical design activities for implementation of appropriate corrective actions ahead of the CDR and delivery of First Full-Up Prototype vehicles.

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Production and Deployment (P&D) phase

The Government currently plans to solicit for the P&D phase in Fiscal Year 2017, and may award one or more contracts for the P&D phase. It is anticipated that meeting delivery schedules and vehicle pricing will be the principal determining factors in selecting a P&D phase contractor(s). The P&D phase will update the detailed vehicle design in preparation for full rate production. The Government intends to request separate pricing for a Technical Data Package (TDP) to be evaluated as part of the award for the P&D phase.

MGV BODY OF KNOWLEDGE

Offerors may choose to leverage the development from the cancelled Manned Ground Vehicle (MGV) program. This data, referred to as the MGV Body of Knowledge (BoK) may be accessed through registration at Federal Business Opportunities (fbo.gov). Registration requires a valid CAGE code that is not currently on the Excluded Parties List (EPLRS). Use of this data is not required for proposal submission. The Government will maintain the MGV BoK at the FBO website until the closing date for submission of proposals.

The link to the FBO website is the following:
https://www.fbo.gov/index?s=opportunity&mode=form&id=5b5248bf45d727858bb74a693de21f93&tab=core&_cview=1

Additional information on accessing the MGV Body of Knowledge is the following:
<http://contracting.tacom.army.mil/majorsys/gcv/gcv.htm>

CLASSIFIED INFORMATION

Classified Information Request Procedures: Offerors must have a valid US security clearance of SECRET or higher in order to respond to this RFP, because the RFP includes an annex classified at the SECRET level which will be released only to offerors possessing the appropriate clearance. All classified material must be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M and the DD-254 for this RFP (Attachment 009). The classified annex to the RFP will only be sent on electronic media (CD/DVD). As a result, an Information Systems clearance of at least SECRET will be required to view the Classified Annex to this RFP.

While only a SECRET clearance is required to receive the classified annex to this RFP, contract performance will require SECRET/Special Access Required (SAR) facility and Information System clearances. See Attachments 009 and 010, GCV IFV DRAFT DD-254 and GCV DRAFT Security Classification Guide, respectively, for more information on the requirements for receiving and handling classified information in conjunction with the RFP and resulting contracts.

Requests for the classified portion of this RFP must be made by the offeror's Facility Security Officer (FSO) via e-mail to DAMI_GCV@conus.army.mil with the title "Request for GCV RFP Classified Annex".

Requests made by other than the FSO will not be processed.

Contractors must destroy classified material received or generated under contracts resulting from this RFP not later than 2 years following completion of the contract or as soon as it is no longer needed, whichever comes first. Firms that do not submit a proposal or who withdraw their proposals must destroy or return classified material generated or received under this RFP not later than 180 days after the opening date of proposals. Firms who submit a proposal that is not accepted by the Government or does not result in a contract award to the firm have 180 days after notification to destroy or return classified information.

The following information must be provided and must match the offeror's information in the Industrial Security Facilities Database (ISFD):

- The Company Name and Classified Mailing Address (must match ISFD information)
- CAGE Code
- Name of Facility Security Officer (FSO) with Telephone Number(s), Datafax Number, and E-mail Address
- CAGE Code(s) and Address(es) of the Company Facility (Facilities) intended to participate in Proposal Preparation and Performance of the GCV IFV Program where classified material will be utilized.

CONTROLLED UNCLASSIFIED INFORMATION

Controlled Unclassified Information(CUI)Request Procedures: This RFP contains CUI that will only be sent to offerors upon an approved request. The below Attachments and Exhibits contain CUI:
Attachment 0001 (Statement of Work)
Attachment 0002 (GCV IFV Performance Specification)

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Attachment 0004 (GCV IFV Reliability Failure Definition and Scoring Criteria)
Attachment 0005 (GCV IFV Operational Mode Summary/Mission Profile)
Attachment 0009 (GCV IFV DRAFT DD-254)
Attachment 0015 (Equipment Stowage List Requirements)
Attachment 0018 (DOORS GCV IFV Performance Specification)
Attachment 0020 (Subsystem Prototype Test Asset Requirements Matrix)
Attachment 0026 (GCV IFV Performance Specification Tiered Requirements List_Compliance Matrix)
Exhibit A (Contract Data Requirements List)
Exhibit B (Government Furnished Information_Interface Control Documents)

Any CUI material held by an offeror not awarded a GCV IFV TD phase contract shall be destroyed in accordance with the Controlled Unclassified Information document provided with the CUI information 30 days after award of the GCV IFV TD contract or cancellation of this RFP, and destruction receipts certifying destruction will be provided to the Contracting Officer.

In addition, note that certain attachments to the RFP have limited distribution and/or export controlled statements in accordance with DoD Directive, Distribution Statements on Technical Documents. The most restricted level of distribution on CUI is Distribution Statement F.

Offerors must also state in their request that the offeror in possession of the documents will comply with the handling requirements of DoDD 5230.24, DoDD 5230.25, and Attachment 10 (GCV DRAFT Security Classification Guide).

Requests for CUI documents must made to the Contract Specialist via e-mail at DAMI_GCV@conus.army.mil with the Subject [Name of Requesting Firm-Request for GCV IFV CUI Documentation] Requests must completely address all information identified above incomplete requests will not be considered. The Government reserves the right to request additional information as required.

Requests for any CUI must clearly state:

- The Company Name and Mailing Address (must match CAGE code address) where the electronic media (CD/DVD) is to be sent
 - CAGE Code
 - Point of Contact (POC) with Telephone Number(s), Datafax Number, and electronic mail Address
 - CAGE Code(s) and Address(es) of the Company Facility (Facilities) intended to participate in Proposal Preparation and Performance of the GCV IFV Program
- In the event your firm does not possess a CAGE code, the Certification of Proposal Preparation and Performance Facility (Facilities) identifying qualification in accordance with paragraph 3.2 of DoDD 5230.25, Withholding of Unclassified Technical Data from Public Disclosure for those companies that do not have a CAGE Code assigned must be completed.

Offerors approved to receive the CUI documents will receive an electronic mail from the Contract Specialist confirming approval of the request. Following approval, the Government will send, via postal mail or an overnight carrier (e.g. FedEx, USPS), the CUI information on a CD-ROM to the address provided in the request.

See Section L of this RFP for proposal submission instructions.

ARMOR RECIPE

The Army is funding the development of light weight high performance armor, the recipe of which may, at the discretion of the offeror, be utilized to provide the GCV IFV protection levels required by the GCV IFV Performance Specification. The armor recipe is provided in the classified annex to this RFP. There will be no inherent advantage or inherent disadvantage to an offeror that selects the Army armor solution. Each solution will be evaluated on its own merits. It is the responsibility of the offeror to select the armor solution best suited for their design to meet the relevant requirements of the GCV IFV Performance Specification.

WALK-THROUGH OF PRICE VOLUME

At a time to be determined after proposal submission, but not earlier than seven calendar days after, each offeror shall be prepared to provide a walk-through, to be held in a location to be determined within the Detroit Metropolitan Area, of the Price Volume of its proposal for the purpose of enhancing the Government's understanding of the structure and organization of the submitted Price Volume. It is the Government's intention to schedule an appointment for each offeror. The walk through will be determined after receipt of proposals. A time frame of no more than 4 hours will be provided to each offeror. If the Competitive Range has not yet been established, discussions as defined in FAR 15.306(d) will not be permitted during this walk through.

DYNAMIC OBJECT-ORIENTED REQUIREMENTS SYSTEM (DOORS) COMPATIBLE GCV IFV PERFORMANCE SPECIFICATION

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A DOORS compatible performance specification is provided as Attachment 0018 to this RFP. If any inconsistency between the DOORS version and the '.pdf' version (Attachment 0002) is present, the requirement as defined by Attachment 0002 prevails.

NOTICE REGARDING SUBCONTRACTING

L.8 Small Business Participation Factor Volume. Percentages are calculated using proposed total CONTRACT Target Price as the denominator and include first tier (refers to subcontracting, not specification level) subcontracting only. Goals for evaluation purposes are contained in M.4.

Section I - Subcontracting Plan clauses. Percentages are calculated based on total SUBCONTRACTING amount as the denominator and include first tier subcontracting only.

H-101 Use of Comprehensive Subcontracting Plan and GCV IFV - Internal Subcontract Reporting. If a Comprehensive Subcontracting Plan is incorporated into a contract resulting from this solicitation, the contractor must submit a report listing total small business subcontracting DOLLARS for first tier subcontracts issued under the contract. No Percentages are required in this report. The report is in ADDITION to any reports required to be submitted into eSRS.

The Period of Performance for this contract will be for 24 months after contract award.

*** END OF NARRATIVE A0001 ***

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>GCV IFV TECHNOLOGY DEVELOPMENT</u></p> <p>NOUN: TECHNOLOGY DEVELOPMENT SECURITY CLASS: Unclassified</p> <p>CLIN is Fixed Price Incentive Fee.</p> <p>Offeror shall provide the following price/ cost information and place the target price in the 'Amount' field to the right of the CLIN.</p> <p>Target Cost: \$ _____</p> <p>Target Profit: \$ _____</p> <p>Target Price= Target Cost + Target Profit \$ _____</p> <p>Share ratio for contract cost exceeding Target Cost is 0/100 (Government/ Contractor)</p> <p>Share ratio for contract cost below (under) Target Cost is 80/20 (Government/ Contractor)</p> <p>Ceiling Price is equal to the Target Price</p> <p>Contractor shall accomplish the GCV IFV technology development tasks as specified in Section C, Statement of Work (Attachment 0001).</p> <p>The Target Cost offered for this CLIN is to include the price for all Contract Data Requirements List (CDRL) deliverables as well as required Contractor Manpower Reporting.</p> <p>Delivery and Inspection of Subsystem Prototype Test Assets is to be in accordance with E-101 and F.2.</p> <p>Delivery, Inspection and Acceptance of Data is to be in accordance with E-100 and F.3.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u></p>		SV		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.</p> <p>While this CLIN is not Separately Priced, Offerors shall fill in Blocks 17 and 18 of each individual DD-1423-1 (Exhibit A)</p> <p>Delivery, Inspection and Acceptance is to be in accordance with E-100.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
0003	<p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The contractor shall provide the information required by the Contract Clause entitled CONTRACT MANPOWER REPORTING (CMR), TACOM Clause 52.237-4000 as referenced in Section C of this solicitation.</p> <p>Unit Identification Code (UIC): TBD</p> <p>Inspection, Acceptance and Delivery is to be in accordance with E-100.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

B-100 FINAL CONTRACT PAYMENT

The Contractor is due final payment, defined as contract price less any Progress Payments received, the end of the period of performance of this contract providing that all deliverables required under this contract have been accepted.

*** END OF NARRATIVE B0001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 15 days after contract award. The contractor shall at a minimum invite the Contracting Officer, Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 5 days advance notice of the time, date, and location of the start of work meeting. Representatives from the Program Office to be specified after contract award will also be invited. The preferred method of notification is by email.

[End of Clause]

C-2	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2007
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The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

C-100 The Statement of Work is contained as Attachment 0001 to this RFP. The Performance Specification is contained as Attachment 0002 to the RFP.

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C-101 ORDER OF PRECEDENCE FOR GCV IFV PERFORMANCE SPECIFICATION

Should any differences between Attachment 002, GCV IFV Performance Specification and Attachment 018, GCV IFV DOORS specification occur, Attachment 002 has the higher precedence and the language within it prevails.

*** END OF NARRATIVE C0002 ***

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

D.1 Packaging and Packing:

All items deliverable under this contract shall be packaged and packed to assure arrival at Destination without damage or loss.

D.2 Marking:

All technical data deliverable under this contract shall be maked by the prime contractor to identify the name and address of the prime contractor, the contract number, and where applicable, the name and address of the subcontractor who generated the data.

D.3 DoDAAC:

The Contractor shall apply, through the Contracting Officer, for a DoDAAC code for each of its facilities that will be performing no later than 14 days after contract award.

*** END OF NARRATIVE D0001 ***

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) -- ALTERNATE I (JUL 1985)	JUL/1985
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	MAY/2005

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system under this contract shall be in accordance with ISO 9001:2008 or another industry system to be identified as noted below.

If you intend to use a system comparable to ISO 9001:2008, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-5	52.211-4016 (TACOM)	CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND ALUMINUM SURFACES	DEC/2005
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The coating of all components, subassemblies and parts shall conform to MIL-DTL-53072, Chemical Agent Resistant Coating (CARC) System Application Procedures and Quality Control Inspection. The CARC painted surface shall be free of any blisters, pores or coverage voids. All painting procedures shall be submitted to the government for approval prior to painting. For non-metals, specific tests shall be identified by the contractor and approved by the government to demonstrate acceptable performance of the anticipated life of the specific component or subassembly.

For the Technology Development, the acceptance of painted parts will be based upon the painted surface meeting the dry film thickness, cross hatch adhesion tape test (per ASTM D3359, method b 6 cut pattern, minimum tape adhesion rating of 45 oz. per inch of width) following the Accelerated Corrosion Test (ACT per GM 9540P), and corrosion at a scribe not exceeding 3 mm at any point along the scribe following 120 cycles of GM 9540P.

(End of Clause)

E-100 DELIVERY, INSPECTION AND ACCEPTANCE OF DATA DELIVERABLES

(a) Definitions
 (1) "Delivery" refers to the act whereby the Contractor transmits to the Government Approving Official, generally by electronic means, an item of data required to be furnished to the Government. Items of delivered data are subject to inspection and acceptance by the Government as outlined in this clause.

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Name of Offeror or Contractor:

(2) "Inspection and acceptance" means a determination by a Government Approving Official whether a delivered item of data conforms to contractual requirements for form, format, timeliness, and content, as applicable.

(b) Documentation process. Unless otherwise specified with respect to an individual data deliverable, the GCV IFV TARDEC ACE workflow process will be used to document the delivery, inspection, and acceptance(approval) of data required to be furnished under this Contract.

(c) Delivery process: unless otherwise specified in this contract with respect to individual data deliverables, documentation that an item of data has been delivered to the Government, and documentation of the resulting inspection and acceptance, will be by means of the TARDEC ACE workflow process. Once an item has been delivered in TARDEC ACE, the Contractor shall notify the cognizant Government Approval Official (to be identified at Start of Work meeting) via an eletronic mail message. Delivery will not be considered complete until the message advising of delivery is explicitly acknowledged. An automatically generated "read receipt" or "delivery receipt" is not considered explicit acknowledgement of delivery.

(1) Once a document or other item of data is formally submitted, the current state of the document will change to "DELIVERED" in TARDEC ACE.

(2) Once a document or other item of data reaches the "DELIVERED" state, the government approval and acceptance period begins. Successful completion of the contractor requirement for a CDRL document submission is reached after the document or other item of data has been reviewed, accepted, and approved by the appropriate Government Approval Official.

(d) Approval Criteria:

(1) After the delivery criterion has been achieved, the Contractor will notify the Government Approval Official, via the TARDEC ACE workflow process, that the deliverable is available for inspection and acceptance.

(2) The Government Approval Official shall ordinarily have twenty (20) working days following notification of data delivery to inspect the data and either accept or reject the data.

Provided, however, that in exceptional circumstances (because of the length or complexity of the particular item of data, or because of the Approval Official's absence from work for reasons such as a business trip, vacation, or illness), the Government Approval Official may notify the Contractor representative that additional review time is necessary. Such additional review time shall ordinarily not represent more than an additional ten working days.

(3) In the event that an item of deliverable data is disapproved by the Government Approval Official, the official shall give notice to the Contractor of the basis for disapproval. In this event the Contractor will have up to 45 calendar days (unless the correct document is required sooner for reasons such as an upcoming Milestone Event), to correct and resubmit the document using the TARDEC ACE Approval Workflow Process.

(4) If the Government Approval Official takes no action (either approval or disapproval) on a CDRL document within the allotted time, pursuant to paragraph (d)(2), then the CDRL document will be deemed approved.

(e) General Principles for CDRLs Submission

(1) All changes to previously approved CDRL documents will be identified using change pages, change bars, bold italics, or some other identifiable marking process.

(2) "Clean-up" activities such as: minor format changes, points of contact changes, spelling errors, and pagination corrections will not require resubmission of the documents thru the TARDEC ACE Release and Approval Workflow. These "clean up" activities will be performed (i) before the CDRL document(s) is required at the subsequent Program Event or otherwise (ii) when the document is required for outside program or agency use.

(3) Submittal of deliverables will be via TARDEC ACE unless other specifically indicated on the CDRL. All deliverables will be properly marked with applicable use/disclosure restrictions in accordance with the terms of this Contract. Any markings asserting rights less than Government Purpose Rights (GPR) shall have had the required approvals from the PCO for these assertions prior to delivery.

*** END OF NARRATIVE E0001 ***

E-101 DELIVERY, INSPECTION AND TRANSFER OF TITLE FOR SUBSYSTEM PROTOTYPE TEST ASSETS

1. The Contractor is responsible for delivery of all Subsystem Prototype Test Assets to the designated test sites. The Government will not formally accept (DD-250) the Subsystem Prototype Test Assets at the designated test sites.

2. Government personnel will perform an inspection at the designated test sites to determine the suitability of the Subsystem Prototype

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Test Assets for testing.

3. For those Subsystem Prototype Test Assets that are not destroyed or consumed via testing, the Contractor, at its own expense, may transport the Subsystem Prototype Test Asset(s) back to its facility.

4. At the completion of the period of performance for this contract, title of the Subsystem Prototype Test Assets shall pass and vest in the Government if the Government explicitly directs this transfer of title. In the event the Subsystem Prototype Test Asset(s) is located at the Contractor's facility at the completion of the period of performance and the Government requires delivery to any subsequent location, any transportation charges will be at Government expense.

*** END OF NARRATIVE E0002 ***

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY	NOV/2008
F-7	252.211-7003	ITEM IDENTIFICATION AND VALUATION	AUG/2008

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

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"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

- (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.
- (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line,
Subline, or
Exhibit Line Item Number

Item Description

0001 TBD Any subsystem that is serialized or has value >\$5k

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number 0001 and 0002.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

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(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.

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- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

F.1 Period of Performance

F.1.1 All effort required under this contract shall be completed within twenty four (24) months after contract award.

F.2 Delivery of Subsystem Prototype Test Assets to Primary Test Site

F.2.1 All subsystem prototype test assets will be delivered FOB Destination. The PCO will provide ship-to delivery addresses 60 days prior to delivery.

F.2.2 Rocket Propelled Grenade (RPG) Protection Subsystem Prototype shall be delivered to Redstone Test Center no later than 425 days after contract award.

F.2.3 Mine Blast Subsystem Prototype Test Article shall be delivered to the Aberdeen Proving Grounds (APG) no later than 425 days after contract award.

F.3 Data Deliverables

The SOW referenced paragraphs below may be found in Attachment 0001, Statement of Work. All references to PDR refer to the Preliminary Design Review which is to be held no later than 18 months after contract award.

F.3.1 Delivery of data set forth in the contract shall be in accordance with the Contract Data Requirements List, DD Form 1423. (Exhibit A) for those deliverables covered under that Exhibit.

F.3.2 The Logistics Data Management study required by SOW C.17.12 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.2 The Stowage/Packaging List required by SOW C.17.14 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.4 The Cross Country Mobility report required by SOW C.20.1.1 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.5 The Perryman 3/Munson Road Course report required by SOW C.20.1.2 shall be delivered via ACE NLT 60 Days prior to PDR.

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- F.3.6 The Dynamic Simulation Obstacle report required by SOW C.20.1.3 shall be delivered via ACE NLT 60 Days prior to PDR.
- F.3.7 The Electro Optical/Infared Sensor model results required by SOW C.20.3.1 shall be delivered via ACE NLT 60 Days prior to PDR.
- F.3.8 Results required by SOW C.20.3.2 shall be delivered via ACE NLT 60 Days prior to PDR.
- F.3.9 The schematics, drawings and other design data required by SOW C.20.4 shall be delivered via ACE NLT 60 Days prior to PDR.
- F.3.10 The models, material properties and definitions required by SOW C.20.5.1 shall be delivered via ACE NLT 60 Days prior to PDR. Models, material definitions and drawings, and final models and drawings shall be delivered when prototypes are delivered.
- F.3.11 The Criticality Assessment required by SOW C.20.5.2.3.1 shall be delivered via ACE NLT 60 Days prior to PDR.
- F.3.12 The Signature Management analysis required by SOW C.20.5.4.1 shall be delivered via ACE NLT 60 Days prior to PDR.
- F.3.13 The Soldier Survivability Mitigation Plans required by SOW C.20.5.5 shall be delivered via ACE NLT 60 Days prior to PDR.
- F.3.14 The CBRN study required by SOW C.20.5.6 shall be delivered via ACE NLT 60 Days prior to PDR.
- F.3.15 The Meeting Minutes required by SOW C.3.2 shall be delivered via ACE within 5 business days of the conclusion of the applicable meeting.
- F.3.16 The Affordability Assessment required by SOW C.4.7.3 shall be delivered via ACE no earlier than 180 days and no later than 200 days after contract award.
- F.3.17 The Modeling and Simulation Test Results and Data required by SOW C.7.2 shall be delivered via ACE no later than 550 days after contract award.
- F.3.18 The Failure Definition and Scoring Criteria comments required by SOW C.18.6 shall be delivered via ACE no later than 200 days after contract award.
- F.3.19 The MANPRINT Issues Database required by SOW C.15.3 for MANPRINT WG meetings shall be initiated no more than 30 days after contract award. Updates to the database shall be made no more than five days after identification of a MANPRINT issue as defined by SOW C.15.3 and the references contained therein.
- F.3.20 The MANPRINT Events schedule required by SOW C.15.4 shall be delivered via ACE no later than 60 days after contract award. MANPRINT Event Reports required by SOW C.15.4 shall be delivered no later than 30 days after the respective MANPRINT event is conducted.
- F.3.21 The EMD/LRIP IMP/IMS required by SOW C.4.6, shall have its initial delivery via ACE no later than 180 days after contract award and an update shall be delivered via ACE no later than 60 days prior to PDR.
- F.3.22 The IETM Development Plan required by SOW C.17.5 shall be delivered via ACE no later than 60 days prior to PDR.
- F.3.23 The Affordability Assessment documentation required by SOW C.4.7.3 shall be delivered via ACE no later than 10 days after the Affordability Assessment meeting required by SOW C.4.7.3 is conducted.
- F.3.24 The Software Measurement Data required by SOW C.6.2 shall be delivered via ACE no later than 90 days after contract award with updates every 60 days thereafter through the period of performance of this contract.
- F.3.25 The Lean Six Sigma strategies and plans required by SOW C.16.6 shall be delivered via ACE no later than 180 days after contract award.
- F.3.26 The Provisioning Planning Analysis/Plan required by SOW C.17.4 shall be delivered via ACE no later than 60 days prior to PDR.
- F.3.27 The Plan to Design and Fault Isolate to the LRM level required by SOW C.17.7 shall be delivered via ACE no later than 240 days after contract award.
- F.3.28 The Failure Reporting, Analysis, and Corrective Action System (FRACAS) data required by SOW C.18.5 shall be delivered via ACE no later than 240 days after contract award.
- F.3.29 The Force Protection Actual System Test Data required by SOW C.20.5.3.2 shall be delivered via ACE no later than 60 days prior to PDR.

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- F.3.30 The Task Analysis required by SOW C.20.9.1 shall be delivered via ACE no later than 60 days prior to PDR.
- F.3.31 The Training Support Packages required by SOW C.20.9.2 shall be delivered via ACE no later than 60 days prior to PDR.
- F.3.32 The Systems Integration Metrics Data required by SOW C.21.4 shall have an initial delivery via ACE no later than 120 days after contract award. Updates shall be delivered via ACE every 60 days thereafter.
- F.3.33 The Rooftop Placement Diagrams required by SOW C.21.6 shall be delivered via ACE no later than 60 days prior to PDR.
- F.3.34 The schedule required by SOW C.21.7.1 shall be delivered via ACE no later than 90 days after contract award.
- F.3.35 The verification data required by SOW C.22.3 shall have an intial delivery via ACE no later than 60 days after contract award. Updates shall be delivered via ACE every 30 days through the end of the contract period of performance.
- F.3.36 The contractor inputs to Milestone B planning documentation shall be delivered via ACE no later than 90 days after PDR.
- F.3.37 The detailed Anti- Tamper solution required by SOW C.25.4 shall be delivered via ACE no later than 60 days prior to PDR.
- F.3.38 The test data from any additional prototypes proposed by the offeror will be assigned a delivery date after contract award and shall be delivered via ACE.

*** END OF NARRATIVE F0001 ***

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date. The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

G-2	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement, technical or design information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at www.asaie.army.mil/Public/IE/Toolbox/documents/r360_1.pdf

[End of Clause]

G-100 CONTRACT ADMINISTRATION OFFICE

Any contract awarded from this RFP will be administered by the cognizant Defense Contract Management Agency (DCMA) field office.

*** END OF NARRATIVE G0001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	MAY/2010
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm>
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: DAMI_acqcenweb@conus.army.mil or by calling (586) 282-7059.

H-3	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	AUG/2010
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(a) We may require copies of the Wide Area Work Flow (WAWF) Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) below to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

(b) For those rare cases where the Material Inspection and Receiving Report (DD 250) is used to process receiving reports for inspection, acceptance, and payment, use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) E-mail DAMI_DD250@conus.army.mil

(2) Datafax using this fax number: (586) 282-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method (email or fax), do not mix DD250s from more than one contract in a single transmission. That is, you may

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submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

[End of Clause]

H-100 PURCHASE/USE OF PROHIBITED MATERIALS

Unless an explicit waiver is granted by the Contracting Officer utilizing the procedure outlined in the Programmatic Environment, Safety and Occupational Health Evaluation (PESHE) (Section J, Attachment 003)the use of prohibited materials, as defined by the PESHE, is not allowed in any deliverable, prototype or other item required under this contract. The presence of any such material, absent an approved waiver, is a basis for rejection of the item with replacement of the material and remediation costs the responsibility of the Contractor.

*** END OF NARRATIVE H0001 ***

H-101 USE OF COMPREHENSIVE SUBCONTRACTING PLAN AND GCV IFV - INTERNAL SUBCONTRACT REPORTING

This special clause applies only to Contractors utilizing a comprehensive, in lieu of individual, subcontracting plan.

In addition to complying with the requirements in DFARS 252.219-7004, the Contractor shall report total First Tier subcontracting dollars for each small business category for this contract.

- (i) on an annual basis
- (ii) at the completion of the contract.

No percentages are required in this report. This report is in addition to any reports required to be submitted into the Electronic Subcontract Reporting System (eSRS). Contractor format is acceptable. Direct the reports electronically to the following addressees:

- PM GCV, Director of Acquisition,
- the Procuring Contracting Officer (PCO); and
- the Administrative Contracting Officer (ACO)

*** END OF NARRATIVE H0002 ***

H-102 ADDITIONAL PROGRAM PROTECTION REQUIREMENTS

Counterintelligence Incident Reporting

In addition to reporting the following incidents and/or situations to the Defense Security Service (DSS), IAW DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), the Facility Security Officers (FSO) or designated representative, will insure the information is also reported, as expeditiously as possible, to the nearest servicing U.S. Army Counterintelligence (CI) office. If the U.S. Army CI office is not readily available, the FSO or representative security individual will report the information to the program Government Security Office, which will ensure that reports are relayed, within 24 hours, IAW AR 381-12, Subversion and Espionage Directed Against the U.S. Army (SAEDA), to U.S. Army CI.

- a. Attempts by unauthorized persons to obtain classified or unclassified information concerning U.S. Army facilities, activities, personnel, technology, or material through questioning, elicitation, trickery, bribery, threats, coercion, blackmail, photography, observation, collection of documents or material, correspondence, or computer hacking.
- b. Known, suspected, or contemplated acts of espionage.
- c. Contacts with persons whom they know or suspect to be members of or associated with foreign intelligence, security, or terrorist organizations. These do not include contacts as a part of official duties.
- d. Contacts with any official or other citizen of a foreign country when that person
 - (1) Exhibits excessive knowledge or undue interest about the employee or his duties.
 - (2) Exhibits undue interest in U.S. technology; research, development, testing, and evaluation efforts; weapons systems; or scientific information.
 - (3) Attempts to obtain classified or unclassified information.

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- (4) Attempts to place employee under obligation through special treatment, favors, gifts, money, or other means.
- (5) Attempts to establish any type of business relationship that is outside the range of normal official duties.

- e. All incidents in which employees or their family members traveling to or through foreign countries are
 - (1) Subjected to questions regarding their duties.
 - (2) Requested to provide military information.
 - (3) Threatened, coerced, or pressured in any way to cooperate with a foreign intelligence service or foreign government official.
 - (4) Offered assistance in gaining access to people or locations not routinely afforded Americans.
 - (5) Contacted by foreign government law enforcement, security, or intelligence officials.
- f. Information concerning any international or domestic terrorist activity or sabotage that poses an actual or potential threat to Army or other U.S. facilities, activities, personnel, or resources.
- g. Any known or suspected illegal diversion or attempted illegal diversion of U.S. technology to a foreign country.
- h. Active attempts to encourage employees to violate laws, disobey lawful orders or regulations, or disrupt military activities (subversion).
- i. Known or suspected acts of treason.
- j. Participation in activities advocating or teaching the overthrow of the United States by force or violence or seeking to alter the form of Government by unconstitutional means (sedition).
- k. Known, suspected, or attempted intrusions into classified or unclassified information systems by unauthorized users or attempts by otherwise authorized users to access areas of the information system outside the scope of their existing authorization. Refer to the NISPOM for classified information system intrusions. Refer to Attachment 009, DD-254 for instructions on intrusions into unclassified information systems.
- l. Any situation involving coercion, influence, or pressure brought to bear on employees through family members residing in foreign countries.
- m. Any unauthorized attempt to gain information concerning performance of this contract or the GCV IFV program in general at the Contractor's facilities.

*** END OF NARRATIVE H0003 ***

H-103 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- H.1.1 The Contractor and its subcontractors, consultants, parents, subsidiaries, joint ventures, or other business affiliates of any tier must notify the Contracting Officer if an OCI issue as defined by FAR 9.504. If an OCI issue cannot be mitigated, and if the Contractor refuses to discontinue the activity creating the OCI, the Contracting Officer may use this as grounds for a Termination for Convenience or Default. A similar provision is expected to apply to follow-on GCV solicitations and contracts. Exceptions may be granted by modification to the contract for relationships where the Government agrees that either 1) the potential for bias or unfair competitive advantage is essentially non-existent, 2) a means of controlling the relationship to effectively neutralize the potential conflict can be reached, or 3) there is no way to perform the Governments requirements without such potential. This restriction begins on the date of award of this contract or any subcontract or other relationship hereunder and expires on the completion of the contract/subcontract.
- H.1.2 The Contractor shall flow down this provision in any subcontracts or other related instruments (of all tiers). The Contractor shall monitor activities of itself and subcontractors and related entities, and promptly disclose any actual or potential OCI and any actions taken or proposed to negate or mitigate such conflicts.
- H.1.3 Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.

*** END OF NARRATIVE H0004 ***

H-104 EARNED VALUE MANAGEMENT

- a) To ensure EVMS outputs are realistic and able to support proactive decision making at all levels of management throughout the

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Program, the Army will implement an Earned Value Management oversight process that includes Integrated Baseline Reviews (IBRs), as described in SOW Section C.4.3.2, and Baseline Quality Reviews (BQRs).

BQRs: BQRs are designed to function as an extension of the IBR and will be conducted as deemed necessary by the Government throughout the Contract's Period-of- Performance. A BQR is designed to ensure continued integrity of the baseline due to: 1) continued technical baseline reviews of program areas significantly impacted by major modifications, internal changes, rolling wave planning and funding impacts, 2) understanding the design and application of specific management control processes, and 3) evaluation of baseline changes for appropriateness, timeliness, adequate resourcing and baseline incorporation and 4) address and resolve concerns regarding the quality of all performance measurement information (prime and subcontractor level).

b) Sub-Contract Implementation:

- (1) The contractor shall ensure DFARS Clause 252.234-7002 has been flowed down to all subcontracts, regardless of tier, that are valued greater than \$20M. The Contractor shall provide the Army a list of subcontractors greater than \$20M, showing Purchase Order Value, tier level, scope of work being performed and if their Earned Value Management System (EVMS) complies with the guidelines of ANSI/EIA-748 and has been certified by DCMA. For cost and schedule performance reporting, these subcontractors will use a Cost Performance Report and Integrated Master Schedule.
- (2) Comprehensive earned value management requirements will not be required on subcontracts less than \$20M. Based on risk and using the Prime Contractor's EVMS as guidance, planning and control of these suppliers will conform to the fundamental concepts of a mainstream integrated planning and control process. That is:
 - a. Cost, schedule and technical requirements shall be fully integrated, yielding a time-phased performance measurement baseline suitable for objectively assessing accomplishment at the level where work is performed.
 - b. Routinely, all appropriate levels of management should be involved in identifying and addressing deviations from the plan; determining impacts, corrective actions and forecasting costs of future requirements.
 - c. The baseline should be kept current such that it continues to function as an adequate management frame-of-reference and represents the current authorized scope of work.
 - d. Cost and schedule reporting should be based upon risk and suitable for the type of effort being performed. If a risk based decision is made to implement full EVMS requirements, the expectation shall be consistent with those described in DFARS Clause 252.234-7002.
- (3) All subcontractor reports shall be furnished to the responsible contractor for integration into the applicable higher tier report. The contractor shall ensure that subcontractor CPRs are made available to the Government upon request. The contractor shall ensure that all data is properly integrated, shall review and analyze subcontractor earned value reports, and shall take appropriate corrective actions when concerns are identified regarding the data quality or perceived inconsistencies in the application of specific management control processes.
- (4) The Contractor shall implement a pro-active subcontract management oversight process utilizing internal defined management approaches consistent with their compliant EVMS. The PM shall be advised of any IBRs or EVM Reviews being performed on tiered subcontractors and invited to participate.

*** END OF NARRATIVE H0005 ***

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2007
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-12	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
I-13	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP/2007
I-14	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2010
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-16	52.209-8	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS	APR/2010
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	MAR/2009
I-19	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-20	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) -- ALTERNATE I (OCT 2010)	OCT/2010
I-21	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-22	52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-23	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-24	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-25	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-26	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-27	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2010
I-28	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-29	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUL/2010
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-34	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-36	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-37	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-38	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-39	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN/2009
I-40	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-41	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-42	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-43	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-45	52.227-3	PATENT INDEMNITY	APR/1984
I-46	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	DEC/2007
I-47	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-48	52.230-2	COST ACCOUNTING STANDARDS	OCT/2010
I-49	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-50	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-51	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-52	52.232-17	INTEREST	OCT/2008
I-53	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-54	52.232-25	PROMPT PAYMENT	OCT/2008
I-55	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003

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I-56	52.233-1	DISPUTES	JUL/2002
I-57	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-58	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-59	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
I-60	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
I-61	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-62	52.242-13	BANKRUPTCY	JUL/1995
I-63	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-64	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-65	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-66	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2010) -- ALTERNATE I (JUN 2010)	JUN/2010
I-67	52.245-1	GOVERNMENT PROPERTY	AUG/2010
I-68	52.245-9	USE AND CHARGES	AUG/2010
I-69	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-70	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-71	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-72	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-73	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-74	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-75	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-76	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	JAN/2009
I-77	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-78	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-79	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-80	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-81	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-82	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-83	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-84	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-85	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-86	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-87	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-88	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-89	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2006
I-90	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-91	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JAN/2009
I-92	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-93	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	MAY/2007
I-94	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAY/2007
I-95	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2010
I-96	252.225-7013	DUTY-FREE ENTRY	DEC/2009
I-97	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-98	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-99	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-100	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-101	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-102	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-103	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-104	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	NOV/1995
I-105	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-106	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-107	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-108	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-109	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-110	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-111	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-112	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-113	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	DEC/2007
I-114	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-115	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-116	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-117	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-118	252.235-7003	FREQUENCY AUTHORIZATION	DEC/1991
I-119	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-120	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-121	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	JUL/2009
I-122	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-123	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-124	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	NOV/2010
I-125	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-126	252.246-7001	WARRANTY OF DATA (DEC 1991) -- ALTERNATE I (DEC 1991)	DEC/1991
I-127	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-128	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/2006
I-129	52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC/2007

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

DoD Inspector General
ATTN: Defense Hotline
400 Army Navy Drive
Washington DC 22202-2884

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

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I-130 52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET OCT/1997

\fprql
(a) General. The supplies or services identified in the Schedule as CLIN 0001 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of TBD (Equal to Target Price) dollars (\$Equal to Target Price). Any supplies or services that are to be

(1) ordered separately under, or otherwise added to, this contract and
(2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. Costs, as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission.

(1) Within 30 days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree

- (i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;
- (ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;
- (iii) A list of all residual inventory and an estimate of its value; and
- (iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (c)(1) of this clause within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officers receipt of the data required by paragraph (c) of this clause, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) of this clause by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) of this clause, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

- (i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.
- (ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less 0 (zero) percent of the amount by which the total final negotiated cost exceeds the total target cost.
- (iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus 20 percent of the amount by which the total final negotiated cost is less than the total target cost.

(e) Contract modification. The total final price of the items specified in paragraph (a) of this clause shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices.

(1) Pending execution of the contract modification (see paragraph (e) of this clause), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this

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contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) of this clause that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractors submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) of this clause. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractors fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established -- increased or decreased in accordance with subparagraph (d)(2) of this clause, when the amount stated under subdivision (g)(1)(ii) of this clause differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this clause exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this clause, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) of this clause are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for

- (1) completed supplies and services accepted by the Government and
- (2) those supplies and services not terminated under a partial termination.

All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this

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contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term contract price includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractors profit or loss on this contract.

(End of Clause)

I-131 52.223-7 NOTICE OF RADIOACTIVE MATERIALS JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either

(1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall --

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

I-132 52.232-16 PROGRESS PAYMENTS AUG/2010

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The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

- (a) Computation of amounts.
 - (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractors total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.
 - (2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--
 - (i) In accordance with the terms and conditions of a subcontract of invoice; and
 - (ii) Ordinarily within 30 days of the submission of the Contractors payment request to the Government.
 - (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--
 - (i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors total costs for progress payments until paid).
 - (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
 - (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
 - (ii) Costs incurred by subcontractors or suppliers.
 - (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
 - (iv) Payments made or amounts payable to the subcontractors or suppliers, except for--
 - (A) completed work, including partial deliveries, to which the Contractor has acquired title; and
 - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
 - (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
 - (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
 - (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.
 - (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
 - (9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take

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a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractors --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is

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lost, stolen, damaged, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

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- (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
 - (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
 - (ii) Are in conformance with the requirements of FAR 32.504(f); and
 - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments
 - (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;
 - (ii) Are in conformance with the requirements of FAR 32.504(g); and
 - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.
- (9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.
- (k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under

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the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinitedelivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

I-133 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

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(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I-134 52.244-2 SUBCONTRACTS JUN/2007

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds

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- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
- (ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the following subcontracts: NONE
- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractors current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractors Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting --
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractors cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractors cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractors price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors purchasing system shall constitute a determination --
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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- (i) The Government reserves the right to review the Contractors purchasing system as set forth in FAR Subpart 44.3.i
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: NONE

I-135 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
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TBD-May be required based upon testing requirements or offeror's design.

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier:

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

I-136 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION MAY/2006

(a) Contract line item(s) 0001 through 0001 are incrementally funded. For these item(s), the sum of \$ * of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Governments convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled Termination for Convenience of the Government. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractors best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that

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will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractors notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled Disputes.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled Default. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$-TBD-Specific to Contract
FY11	\$-TBD-Specific to Contract
FY12	\$-TBD-Specific to Contract
FY13	\$-TBD-Specific to Contract
(End of clause)	

I-137 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM APR/2008

(a) In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(b) If this contract has a value of \$50,000,000 or more, the Contractor shall use an EVMS that has been determined by the Cognizant Federal Agency (CFA) to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause. If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(c) If this contract has a value of less than \$50,000,000, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for

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application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(d) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50,000,000 or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(e) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after (1) contract award, (2) the exercise of significant contract options, and (3) the incorporation of major modifications. During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (a) of this clause.

(g) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(h) The Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50,000,000 or more, the following subcontractors shall comply with the requirements of this clause:

TBD-Offeror shall list applicable subcontractors here in their proposal.

(2) For subcontracts valued at less than \$50,000,000, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (b) of this clause:

TBD-Offeror shall list subcontractors whose subcontracts equal or exceed \$20,000,000 but are not equal to or greater than \$50,000,000 here in their proposal.

(End of clause)

I-138	252.235-7010	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER	MAY/1995
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(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the US Army TACOM Contracting Center under Contract No. TBD.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the ----.

(End of clause)

I-139	252.239-7016	TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES	DEC/1991
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(a) Definitions. As used in this clause

(1) Securing means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) Sensitive information means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to

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be kept secret in the interest of national defense or foreign policy.

(3) Telecommunications systems means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit

- (i) Classified or sensitive information;
- (ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or
- (iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: all contractor locations where GCV information is to be processed, stored, or handled.

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from the National Institute of Standards and Technology (<http://www.nist.gov/index.html>), and/or the National Security Agency. Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with Telecommunications Security Group Standard (<http://www.cnss.gov/index.html>) and/or National Security Agency Standards, or as stated in DoD 5220.22-M, National Industrial Security Program Operating Manual, NSA/CSS Policy Manual 3-16, Control of Communications Security (COMSEC) Material.

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)

I-140 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

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I-141 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2009-00009) MAY/2004

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that it meets the criteria consistent with 13 CFR 124.1002--

(1) Not less than 51 percent of which is unconditionally and directly owned by one or more socially and economically disadvantaged individuals who are citizens of the United States, the management and daily business operations of which are controlled by one or more socially and economically disadvantaged individuals; and

(2) Where the concern is owned by one or more individuals, and each individual represents that their net worth does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2).

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

I-142

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2009

(a) Definitions. As used in this clause--

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

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(End of clause)

I-143 52.222-99 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION 2010-00013) JUN/2010

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b) (3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, u.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/E013496; or

(4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

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I-144 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-145 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II , including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

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Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-146 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III DEC/1994

(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

I-147 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

I-148 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-149 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-11-R-0001 MOD/AMD</p>	<p align="center">Page 51 of 94</p>
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Name of Offeror or Contractor:

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmamilitary.com/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-150 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS (DEVIATION -- #2008- FEB/2009
O0008)

This clause supplements either FAR clause 52.219-9 Small Business Subcontracting Plan, or clause 52.219-9 Small Business Subcontracting Plan (DEVIATION), whichever of those two clauses is included in this contract.

(a) Definitions.

Historically black colleges and universities, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

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- (b) Except for company or division-wide commercial items subcontracting plans, the term small disadvantaged business, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.
- (c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal when:
- (1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and
 - (2) It meets the requirements of 10 U.S.C. 2323a.
- (d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractors small business subcontracting goal.
- (e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded
- (1) Protege firms which are qualified organizations employing the severely handicapped; and
 - (2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.
- (f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.
- (g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.
- (h)(1) For DoD, the Contractor shall submit certain reports as follows:
- (i) The Individual Subcontract Report (ISR) shall be submitted to the ACO administering the contract unless contract administration has been delegated to the Defense Contract Management Agency (DCMA). If DCMA is administering the contract, submit the ISR to the Contracting Officer of the procuring contracting office. If no ACO has been assigned, submit the ISR to the Contracting Officer of the procuring contracting office.
 - (ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency listed below that administers the majority of the Contractors individual subcontracting plans:
 - (A) Department of the Army
 - (B) Department of the Navy
 - (C) Department of the Air Force
 - (D) Defense Advance Research Projects Agency
 - (E) Defense Contract Management Agency
 - (F) Defense Commissary Agency
 - (G) Defense Finance and Accounting Service
 - (H) Defense Information System Agency
 - (I) Defense Logistics Agency
 - (J) Defense Media Center
 - (K) Defense Micro Electronics Activity
 - (L) Department of Defense Education Activity
 - (M) Defense Security Cooperation Agency
 - (N) Defense Security Service
 - (O) Defense Threat Reduction Agency
 - (P) Missile Defense Agency
 - (Q) Tricare Management Agency
 - (R) United States Special Operations Command
 - (S) United States Transportation Command
 - (T) Uniformed Services University of the Health Sciences
 - (U) Washington Headquarters Services
- (2) For DoD, the authority to acknowledge or reject certain reports is as follows:
- (i) The authority to acknowledge or reject the ISR resides with the ACO or the Contracting Officer who receives it, as described in paragraph (h)(1)(i) of this clause.

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(ii) The authority to acknowledge or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractors individual subcontracting plans.

(iii) The authority to acknowledge or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(iv) The authority to acknowledge or reject the Year-End Supplementary Report for Small Disadvantaged Businesses resides with the Component SSR Coordinator who acknowledges or rejects the SSR.

(v) If the Contractor submits the Small Disadvantaged Business Participation report using eSRS, the authority to acknowledge or reject this report in eSRS resides with the contracting officer who acknowledges or rejects the ISR.

(End of Clause)

I-151 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (DEVIATION -- #2008- FEB/2009
00008)

(a) Definition.

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Subcontract" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(b) The Contractor's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of Section 834 of Pub. L. 101-189, as amended, shall be included in and made a part of the resultant contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of Section 211 of Pub. L. 95-507.

(c) The Contractor shall --

(1) Ensure that subcontractors with subcontracting plans agree to submit an Individual Subcontract Report (ISR) and/or Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS).

(2) Provide its contract number, its DUNS number, and the e-mail address of the Contractor's official responsible for acknowledging or rejecting the ISR, to all first-tier subcontractors so they can enter this information into the eSRS when submitting their reports.

(3) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans.

(4) Acknowledge or reject all ISRs submitted by its subcontractors using eSRS.

(d) The Contractor shall submit SSRs using eSRS at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports.

(1) This report may be submitted on a corporate, company or subdivision (e.g., plant or division operating as a separate profit center) basis, as negotiated i the comprehensive subcontracting plan with the Defense Contract Management Agency.

(2) This report encompasses all subcontracting under prime contracts and subcontracts with the Department of Defense, regardless of the dollar value of the subcontracts, and is based on the negotiated comprehensive subcontracting plan.

(3) The report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. Reports

Name of Offeror or Contractor:

are due 30 days after the close of each reporting period.

(4) The authority to acknowledge receipt or reject the SSR resides with the Comprehensive Subcontracting Program Division, the Defense Contract Management Agency Small Business Center.

(e) All reports submitted at the close of each fiscal year shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification system (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. The authority to acknowledge receipt or reject the Year End Report resides with the Comprehensive Subcontracting Program Division, the Defense Contract Management Agency Small Business Center.

(f) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(g) The Contractor shall include, in contracts that offer subcontracting possibilities, are expected to exceed \$550,000 (\$1,000,000 for construction of any public facility), and are required to include the clause at 52.219-8, Utilization of Small Business Concerns --

(1) 52.219-9, Small Business Subcontracting Plan (DEVIATION) and 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (DEVIATION) with its Alternate I, when the Contracting Officer has included these clauses in the contract for purposes of flowing them down to subcontractors to allow submission of SF 294s in lieu of ISRs.

(2) 252.219-7004, Small Business Subcontracting Plan (Test Program) (DEVIATION) in subcontracts with subcontractors that participate in the test program described in DFARS 219.702.

(3) FAR 52.219-9, Small Business Subcontracting Plan, and 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (DEVIATION) when the Contracting Officer has included these clauses in the contract for purposes of flowing them down to subcontractors to require submittal of ISRs using eSRS.

(End of Clause)

I-152	252.223-7001	HAZARD WARNING LABELS	DEC/1991
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(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT
_____	_____
_____	_____
_____	_____

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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-153 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-154 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	05-NOV-2010	0NA	EMAIL
Exhibit B	GOVERNMENT FURNISHED INFORMATION_INTERFACE CONTROL DOCUMENTS	01-NOV-2010	0NA	EMAIL
Exhibit C	PRICE VOLUME INPUTS	01-NOV-2010	0NA	EMAIL
Attachment 0001	STATEMENT OF WORK	04-NOV-2010	037	EMAIL
Attachment 0002	GCV IFV PERFORMANCE SPECIFICATION	03-NOV-2010	240	EMAIL
Attachment 0003	GCV IFV PROGRAMMATIC ENVIRONMENT, SAFETY AND OCCUPATIONAL HEALTH EVALUATION (PESHE)	10-DEC-2009	009	EMAIL
Attachment 0004	GCV IFV DRAFT RELIABILITY FAILURE DEFINITION AND SCORING CRITERIA	10-DEC-2009	093	EMAIL
Attachment 0005	GCV IFV DRAFT OPERATIONAL MODE SUMMARY/MISSION PROFILE	30-OCT-2009	015	EMAIL
Attachment 0006	CONTRACTOR COST AND SOFTWARE DATA REPORTING (CSDR) PLAN	02-NOV-2010	0NA	EMAIL
Attachment 0007	RESERVED			EMAIL
Attachment 0008	GCV IFV PROGRAM PLAN	25-OCT-2010	001	EMAIL
Attachment 0009	GCV IFV DRAFT DD-254 PLUS CONTINUATION SHEETS	05-NOV-2010	010	EMAIL
Attachment 0010	GCV DRAFT SECURITY CLASSIFICATION GUIDE	25-OCT-2010	031	EMAIL
Attachment 0011	PAST PERFORMANCE QUESTIONNAIRE	05-NOV-2010	010	EMAIL
Attachment 0012	WORK BREAKDOWN STRUCTURE	17-SEP-2010	0NA	EMAIL
Attachment 0013	PRODUCT STRUCTURE EXAMPLE	29-OCT-2010	002	EMAIL
Attachment 0014	TECHNOLOGY READINESS LEVEL DEFINITIONS	15-OCT-2010	003	EMAIL
Attachment 0015	EQUIPMENT STOWAGE LIST REQUIREMENTS	05-NOV-2010	0NA	EMAIL
Attachment 0016	RESERVED			
Attachment 0017	RESERVED			
Attachment 0018	DYNAMIC OBJECT-ORIENTED REQUIREMENTS SYSTEM (DOORS) GCV IFV PERFORMANCE SPECIFICATION	03-NOV-2010	0NA	EMAIL
Attachment 0019	PROPULSION DATA INPUT SHEET	30-JUN-2009	0NA	EMAIL
Attachment 0020	SUBSYSTEM PROTOTYPE TEST ASSET REQUIREMENTS MATRIX	28-OCT-2010	0NA	EMAIL
Attachment 0021	CRITERIA FOR ADEQUATELY PRICING PROPOSALS	01-NOV-2010	003	EMAIL
Attachment 0022	VEHICLE DYNAMICS DATA SHEETS	15-SEP-2010	0NA	EMAIL
Attachment 0023	TECHNOLOGY READINESS LEVEL SELF ASSESSMENT FORM	15-SEP-2010	001	EMAIL
Attachment 0024	RESERVED			
Attachment 0025	GCV IFV SPECIFICATION REQUIREMENTS MATRIX	29-OCT-2010	002	EMAIL
Attachment 0026	GCV IFV PERFORMANCE SPECIFICATION TIERED REQUIREMENTS LIST AND DEFINITION	29-OCT-2010	058	EMAIL
Attachment 0027	GCV IFV CONCEPT OF OPERATIONS (CONOPS)	13-SEP-2010	003	EMAIL

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-3	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-4	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-5	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-6	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-7	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	FEB/2009

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 336992.

(2) The small business size standard is 1000 or fewer employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place

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of performance is specified by the Government.

- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.
- (xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
- ___ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
- ___ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
- ___ (iii) 52.219-22, Small Disadvantaged Business Status.
- ___ (A) Basic.

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- (B) Alternate I.

(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

(ix) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
- | FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
| | | | |
| | | | |
| | | | |
- Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.
- (End of Provision)
- K-8

52.215-4005
(TACOM)

MINIMUM ACCEPTANCE PERIOD

OCT/1985

(a)

ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b)

The Government requires a minimum acceptance period of 180 calendar days.

(c)

In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

(d)

An offer allowing less than the Government's minimum acceptance period may be rejected.

(End of Provision)

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K-9 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

(End of Provision)

K-10 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS APR/2010

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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(End of provision)

K-11 52.225-18 PLACE OF MANUFACTURE SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

[] (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

[] (2) Outside the United States.

(End of provision)

K-12 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION OCT/2008

Note: This notice does not apply to small businesses or foreign governments.
This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a

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Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during

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the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- ☐ yes
- ☐ no

(End of provision)

K-13 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

- ☐ Yes ☐ No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K-14 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) MAY/2010

Substitute the following paragraph (d) for paragraph (d) of the provision at FAR 52.204-8.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://orca.bpn.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Clause)

K-15 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE DEC/2009

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Name of Offeror or Contractor:

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":	

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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(End of provision)

K-16	52.204-4007 (TACOM)	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE	MAR/2001
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(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: <http://www.ccr.gov/>

[End of Provision]

K-17	52.215-4010 (TACOM)	AUTHORIZED NEGOTIATORS	JUN/2008
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Name of Offeror or Contractor:

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-18 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) OCT/2008
(TACOM)

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <http://www.epa.gov/ozone/science/ods/index.html>.

(2) Directly requires the use of Class I and Class II Ozone-Depleting Dibstances (CIODS) means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of CIODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no CIODS shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

[End of Provision]

K-19 52.225-4003 IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED MAR/1990
(TACOM) KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) [] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$_____.

(ii) [] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

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(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

K-18 52.245-4004 CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE JAN/1991

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there ☐ is
☐ is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

☐ will
☐ will not
☐ may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

*** END OF NARRATIVE K0001 ***

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 The proposal, subject to the Submission, Modification, Revision and Withdrawal, paragraph of Instructions to Offerors - Competitive Acquisitions (52.215-1, ALT I) contained in Section L of the Request for Proposal (RFP), shall be submitted in the format and quantities set forth below. All information necessary for the review and evaluation of a proposal must be contained in the proposal volumes set forth below. Section M of the RFP sets forth the evaluation criteria and delineates the factors and sub-factors to be evaluated and their relative order of importance. The offeror's proposal, as required by this section, shall be evaluated as set forth in Section M of this RFP. The proposal shall be presented in sufficient detail to allow Government evaluation of its response to the requirements of the RFP. The Government will not assume the offeror possesses any capability, understanding, or commitment not specified in its proposal. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates an understanding of and the ability to comply with the RFP requirements to allow for a meaningful review.

L.1.1 The offeror's proposal shall be submitted in six (6) separate volumes as set forth below. Unless otherwise specified, it is recommended that proposals be submitted on standard 8.5" x 11" paper with a minimum font size of 10pt. and with a minimum of 0.5" margins. Schedules, drawings and other documents more appropriate to larger paper may be placed on fold out sheets no larger than 11" x 17". A Proposal Executive Summary summarizing your proposal is optional. It will neither be considered as part of the volumes required below nor will it be evaluated. If a Proposal Executive Summary is submitted, it must be submitted as a separate volume from the six (6) volumes set forth below and it is recommended to be no more than twenty (20) pages. The offeror's proposal shall consist of the following volumes:

- a. Volume 1: Technical Factor
 - Chapter 1 Integrated Design
 - Chapter 2 Technical Approach
 - Chapter 3 Unit Manufacturing Cost
- b. Volume 2: Schedule Factor
- c. Volume 3: Price Factor
- d. Volume 4: Past Performance Factor
- e. Volume 5: Small Business Participation Factor
- f. Volume 6: Proposal Terms and Conditions Volume

L.1.1.1 Procedure for Submitting Classified Information (part of Technical Factor):
Classified information shall be submitted as a stand-alone volume. Do not e-mail or submit any classified information in any of the volumes listed above. The classified information must be received by the due date on the cover sheet of this RFP. This procedure applies to classified information submitted in electronic format as well. When submitting classified information, follow the NISPOM Chapter 5 instructions using the below mailing address:

PEO Ground Combat Systems - GCV Security Office
ATTN: SFAE-GCS-C
Mail Stop 505
6501 E 11 Mile Road
Warren, Michigan 48397-5000

L.1.1.2 Received proposals that require funding in excess of \$450,000,000 will be considered unaffordable.

L.1.2 Offerors are required to submit both electronic and paper copies of their proposals as follows:

L.1.2.1 Electronic copies: For each volume, submit four (4) identical copies of the proposal on CD-ROM or DVD utilizing Microsoft (MS) Word, MS Excel, MS PowerPoint, MS Project, MS Access, OpenPlan or PDF compatible formats. All MS files shall be 2003/2007 compatible unless otherwise indicated. Drawings shall be provided in PDF format except where other formats are specified below (e.g. PRO-E). Engineering drawings that are not practical for hard copy may be submitted solely in electronic format, but shall be on separate CD-ROMs/DVDs as an appendix to the Technical Factor Volume.

L.1.2.2 Paper Copies: Submit three (3) identical sets of paper copies of each volume.

L.1.2.3 Each CD-ROM or DVD shall be labeled so that it is easily identifiable for evaluation purposes (example Technical Volume, Set 1 of 4, CD 1 of X), and shall also include the offeror's name and the RFP number. Each volume shall include a (i) title page, (ii) table of contents, and (iii) list of tables and figures. Each page of the proposal shall be numbered, and each paragraph of the proposal shall have a reference number. List all attachments and substantiating data in the table of contents under the specific sub-factor (if applicable) it supports. The table of contents shall include the following information for each sub-factor (if applicable), attachment and/or substantiating data listed:

Cross-reference to related Section L paragraph number
Page number
CD-ROM or DVD Volume and number
File Name

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L.1.3 Offerors are advised that Government support contractors (GSCs) that are employees of Jacobs Technology, Inc., MANTECH IS&T and NCI(information identified below) may serve as evaluators in, or provide support to, the source selection process.

L.1.3.1 The individuals will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. The GSCs are expressly prohibited from competing on the subject acquisition. In accomplishing their duties related to the source selection process, the GSCs may require access to proprietary information contained in the offeror's proposal. To expedite the evaluation process, each offeror must contact the GSCs to effect execution of an agreement referenced below prior to the submission of proposals. Pursuant to FAR Part 9.505-4, the GSCs must execute an agreement with each offeror that states that they will (1) protect the offeror's information from unauthorized use or disclosure for as long as it remains proprietary, and (2) refrain from using the information for any purpose other than that for which it was furnished.

L.1.3.2 By 30 November 2010, offerors should submit to the Government the agreements that have been executed with the below listed GSCs as of that date and identify those GSCs where discussions are still ongoing, including an estimated date of completion. Offerors shall provide a list of any issues associated with executing agreements with the GSCs. These documents shall be sent to the Contracting Officer via electronic mail to DAMI_GCV@conus.army.mil or via postal mail to Greg Donahoe, Contracting Officer, US Army TACOM, 6501 E. Eleven Mile Road, Mailstop 509, Warren, MI 48397-5000. The executed agreements shall still be included within the proposal. If an offeror feels they will not be able to reach an agreement with any of the listed GSCs below they shall immediately notify the Contracting Officer via electronic mail at DAMI_GCV@conus.army.mil.

L.1.3.3 The contact information for the GSCs identified above is the following:

Jacobs Technology, Inc.
2010 Lewis Turner Blvd.
Fort Walton Beach, FL 32547-1352
(850) 863-7000 x211
POC: Mr. Gary Thomas

MANTECH Information Systems & Technology Corporation
14280 Park Meadow Drive
Suite 400
Chantilly, VA 20151-2281
(703) 674-2653
POC: Mr. Charles Smith

NCI
6501 E. 11 Mile Rd.
Mail Stop 444
Warren, MI 48397-5000
(586) 282-8410
POC: Mr. Philip Schuster

L.1.4 Submission Due Date. The offeror's proposal shall be received at the address set forth below no later than 1:00 PM ET on 21 January 2011. The offeror must ensure its proposal, in its entirety, reaches its intended destination before the date and time set for closing of the RFP.

L.1.5 After compiling all of the required information, submit the proposal to the address below. All proposals delivered in response to this RFP, whether hand-carried or submitted via U.S. mail, shall be addressed as follows:

US Army TACOM
Attn: GCV Proposal
Bid Lobby
6501 E. Eleven Mile Rd.
Warren, MI 48397-5000

RFP Number: W56HZV-11-R-0001

21 January 2011, 1:00 PM ET

TO BE DELIVERED UNOPENED

(Offeror's name)

L.1.6 Method of Submission. Proposals may either be hand-carried or submitted via US mail. Electronic mail or facsimile of proposals

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and modifications are not authorized. Hand-carried submissions* include proposals delivered by commercial carriers such as FedEx, UPS or services other than the US Postal Service. Hand-carried proposals must be delivered to the Detroit Arsenal (DTA) Mail Handling Facility (Building 255) between the hours of 8:00 AM and 1:00 PM EDT. The package(s) will be dated and time stamped at the Mail Handling Facility and the Government will be responsible for forwarding the package(s) to the appropriate personnel. Offerors should ensure that any commercial carrier it uses has a tracking system that can provide documentation that will prove the date and time of delivery to the Government. If the proposal is hand-carried by other than a commercial carrier, the delivery person (even if an employee of the offeror) must be a US citizen, and must obtain a signed receipt, indicating date and time of delivery, from Mail Handling Facility personnel.

*Directions to DTA: From Van Dyke Avenue, travel west on East 11 Mile Road to railroad track. Immediately after crossing railroad track, turn right into DTA main gate and follow security officer directions to the Mail Handling Facility (Building 255). It may be necessary for the delivery person to obtain a visitors badge prior to being allowed to enter the installation. If so, the security officer will advise the delivery person of the procedures to follow.

Exterior envelopes must identify the RFP number and date specified for receipt of proposals.

Offerors are cautioned that approval to enter the installation must be obtained prior to the closing date for receipt of proposals. Follow the procedures outlined above for entry. Due to security procedures, delays are probable at the entry point and offerors must plan to accommodate them.

L.2 Specific features or characteristics of the proposal or entire documents (i.e. Integrated Master Plan and Integration Master Schedule) submitted with the proposal may be incorporated into the contract at time of award.

L.3 Alternate Proposals. Offerors may submit multiple alternate proposals with differing approaches to meeting the requirements. The Government will separately evaluate each alternate proposal received. Therefore, each alternate proposal submitted must be a complete, comprehensive, stand-alone proposal, which is fully responsive to the information requested in the RFP. Alternate proposals must be clearly identified and submitted separately with their own proposal set of CD-ROMs/DVDs. All proposals shall clearly identify the purpose of the alternate proposal and highlight the differences from its other proposals submitted. An offeror, as either a prime or joint venture partner, will only be eligible for one (1) award, regardless of the number of proposals it submits.

L.4 Technical Factor Volume. The Technical Factor Volume shall include the following chapters: (i) Integrated Design, (ii) Technical Approach and (iii) Unit Manufacturing Cost. Offerors are responsible for including sufficient detail to permit a complete evaluation. The Technical Factor Volume shall have an index which contains narrative titles which are cross-referenced to the applicable Statement of Work (SOW) paragraph or the GCV IFV Performance Specification requirements included in Attachment 025. Any information provided as part of the Technical Factor Volume may be used to correlate the evaluation of the other proposal volumes.

L.4.1 Technical Factor (Factor 1)

L.4.1.1 Integrated Design (Sub-factor 1)

L.4.1.1.1 Using the Product Structure Example (Attachment 013), the offeror shall submit its own Product Structure showing its proposed subsystems, Equipment Stowage List Requirements (Attachment 015) and components that form the basis of its GCV IFV initial concept and is consistent with its technical approach submitted in L.4.1.2.1. The Product Structure Example (Attachment 013) illustrates the minimal level-of-detail expected for all subsystems in the offeror's Product Structure. Weight, power consumption and cooling/heat rejection estimates shall be provided for each subsystem/component assembly on the Product Structure the offeror proposes to use in developing weight, power generation and cooling estimates that underpin its GCV IFV initial concept. The Product Structure shall also include the Computer-Aided Design (CAD) Model (see L.4.1.1.2) part/assembly numbers.

L.4.1.1.2 The offeror shall submit, in a PRO-E version Wildfire 4.0 or later CAD Model (CAD Model) and Product View formats, the following information (the offeror shall be responsible for assuring that the Product View format accurately represents the CAD Model. The CAD Model shall be fully assembled at the top level assembly and capable of being opened properly without errors. The fully assembled CAD Model may have shrink-wrapped major component assemblies below the installation level, but not above the component assembly level as defined in Attachment 013. The Product Structure, CAD Model tree structure, bill of materials and weight breakdown (summary and detailed) shall be traceable to each other and component/assembly names and numbers as applicable should match and trace to the naming conventions of the Product Structure):

(a) Its GCV IFV initial concept, consistent with its technical approach submitted in L.4.1.2.1, including the complete physical integration of all subsystems. The offeror shall provide additional narrative describing the overall physical arrangement of its GCV IFV initial concept and the desired physical location of subsystems with rationale as to why the system is configured as proposed.

(b) Stowage locations of all items listed in the Equipment Stowage List Requirements (Attachment 015) the offeror proposes for integration.

(c) MANPRINT information:

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(i) the crew and the nine-person Infantry squad in their accommodations along with their ingress and egress points. The offeror shall use a weight of 216 lbs. per Soldier for weight estimation purposes;

(ii) a representation of where it proposes the controls/display/interface/control panels will be placed for both the vehicle crew and Infantry squad leader;

(iii) the crew and Infantry squad compartments shall demonstrate that the central 90% Land Warrior 2 Soldier figures in Personal Protective Equipment (PPE) can be accommodated using the anthropometric crew dimensions provided in the Provided Crew Dimensions (Exhibit B). The crew stations shall show, in separate depictions, that all Land Warrior 2 Soldier figures can be accommodated. The Infantry squad compartment shall depict the nine-person Infantry squad using only the Large Male Figure 7 from Exhibit B for all Infantry squad members; and

(iv) the crew, comprised of all Land Warrior 2 Soldier figures of Exhibit B in separate depictions, can be accommodated in open hatch positions with interior illustration of seating and/or standing platforms and rear air guard station design.

(d) Accommodations for its proposed approaches submitted in response to L.4.1.1.3 and L.4.1.1.5.

L.4.1.1.3 In narrative form, the offeror shall describe in detail its proposed approach in meeting the Integrated Design Space & Weight and Integrated Design MANPRINT Tier 1 requirements specified in Attachment 025. In addition, the offeror shall describe in detail the proposed performance against the Integrated Design Space & Weight and Integrated Design MANPRINT Tier 2 requirements specified in Attachment 025.

L.4.1.1.4 Force Protection. The offeror shall submit:

(a) In narrative form, a detailed description of its proposed approach to meet the Tier 1 Force Protection requirements specified in Attachment 025 (including performance, if any, above the threshold up to the objective against the underbody Improvised Explosive Device threats specified in the GCV IFV Performance Specification requirements 1925 and 1827) and the proposed performance against the Tier 2 Force Protection requirement specified in Attachment 025. The offeror shall submit substantiating data in support of its proposed approach. This description shall identify any installed performance issues/degradations associated with integration of the proposed approach onto the GCV IFV.

(b) In narrative form, a detailed description of its proposed armor approach and classified depictions of the GCV IFV armor coverage for both Base and Level 1 protection approaches to include underbody protection showing armor coverage areas, armor/protection level transitions with substantiating data as to how the approach will meet the Tier 1 Force Protection requirements specified in Attachment 025 (including performance, if any, above the threshold up to the objective against the underbody Improvised Explosive Device threats specified in the GCV IFV Performance Specification requirements 1925 and 1827). Armor solutions proposed by the offeror shall (i) indicate the Technology Readiness Level (TRL) the armor is currently at, and (ii) describe the testing, analysis and modeling and simulation (M&S) the armor has undergone to substantiate the claimed TRL. The test, analysis and M&S descriptions/substantiating data should include how many armor coupons were shot, how many shots per coupon, at what obliquities, under what environmental conditions, what threats were used, at what velocities, what temperature cycling and what vibration cycling the coupons have undergone.

(c) In narrative form, the vulnerability reduction measures the offeror has proposed in its GCV IFV initial concept to meet the Tier 1 Force Protection requirements specified in Attachment 025 (including performance, if any, above the threshold up to the objective against the underbody Improvised Explosive Device threats specified in the GCV IFV Performance Specification requirements 1925 and 1827). The narrative shall describe how the overall vehicle layout has been arranged to mitigate vulnerabilities, how the crew and mission critical subsystems have been compartmented or separated from energetics and flammables, and how behind-armor effects reduction measures have been implemented to increase vehicle occupant survivability and injury reduction.

(d) A depiction of two planes of emergency egress paths within the CAD Model delivered under Section L.4.1.1.2, and a narrative describing the estimated egress times of all platform occupants.

L.4.1.1.5 Open Systems Architecture (OSA)

L.4.1.1.5.1 The offeror shall describe in detail its proposed approach to meet SOW C.20.4. The offeror shall describe in detail its proposed approach in meeting the Integrated Design OSA Tier 1 requirement(s) specified in Attachment 025 and the proposed performance against the Tier 2 Integrated Design OSA requirements specified in Attachment 025. The offeror shall describe its approach on the application of open and commercial standards, protocols, reduction of unique computing environments and electronic components providing common vehicle functions. The offeror shall describe how it implements OSA in its GCV IFV initial concept. The offeror shall describe the analysis techniques and tools it plans to use to determine the basic sizing, growth and architectural design requirements for the electronic/computing and software systems architectures for its proposed GCV IFV. The offeror shall provide estimates of Source Lines of Code (SLOC) to substantiate the software development required in its architecture to meet GCV IFV requirements, including newly-developed code. The offeror shall identify the inputs and assumptions used to generate the SLOC estimate. The offeror shall describe its strategy for developing a GCV IFV software architecture that promotes interoperability, reduces development time, mitigates technology obsolescence and reduces life cycle ownership costs by minimizing the number of operating systems and common operating environments across its software development teams and subcontractors. The offeror shall identify the risks in delivering a fully

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integrated OSA design.

L.4.1.1.5.2 The offeror shall describe its concept for vehicle computing and electronics infrastructure architecture to include video processing to meet the requirements for open system, modularity, scalability, and upgradeability and how it permits migration to functionally-integrated solutions which eliminate the need for separate Line Replaceable Units (LRUs) for vehicle and network computing. The offeror shall include architectural analyses that describe: computing resource sizing estimates, flexibility and expansion (see Attachment 025), data bus capacity estimates, unique I/O, memory, backplane approach, and the number of different operating and middleware systems.

L.4.1.1.6 Mobility. The Offeror shall submit:

(a) In narrative form, a detailed description of its proposed GCV IFV Mobility architecture, its proposed approach in meeting the Tier 1 Mobility requirements specified in Attachment 025 and the proposed performance against the Tier 2 Mobility requirements specified in Attachment 025. The offeror shall submit analyses and substantiating data in support of its proposed architecture as well as the additional data listed in Attachment 025 to support its approach.

(b) In narrative form, a description of its proposed propulsion and power generation architecture approach to include rationale describing how the sizing/capacity of the power generation system in the proposed GCV IFV integrated design was determined and its approach to the energy efficiency requirement with any analyses performed in the development of these assertions.

(c) In narrative form, a description of the proposed GCV IFV thermal architecture to include rationale on how the selected size of the cooling system in its GCV IFV initial concept for both mission related thermal loads as well as propulsion system cooling was determined. The narrative shall also include a description of all the cooling system subcomponents such as the ballistic grills, heat exchangers, fans, and pumps as utilized.

L.4.1.1.7 Lethality. The offeror shall submit in narrative form, a description of its proposed GCV IFV Lethality architecture and the proposed performance against the Tier 2 Lethality requirements specified in Attachment 025. The narrative shall include detailed rationale describing how the performance for its GCV IFV initial concept was determined, substantiated with any analyses/modeling performed in the development of its proposed architecture as well as the additional data listed in Attachment 025.

L.4.1.2 Technical Approach (Sub-factor 2)

L.4.1.2.1 In a concise and logical manner, the offeror shall describe: (a) its overarching cost/schedule/performance trade-off/analysis process and how it is tailored for the GCV program, and (b) its detailed approach in applying its overarching process to arrive at its GCV IFV initial concept it proposes to meet all of the Tier 1 requirements and as many of the Tier 2-3 requirements (defined in Attachment 026) as possible to balance the achievement of the Unit Manufacturing Cost (UMC) target while minimizing the schedule risk in meeting the program's year 7 production date goal (see SOW C.1). This description shall include any requirements trade-offs, to include (i) the hierarchy of system/subsystems trades underpinned by operational effectiveness considerations/analysis, and (ii) UMC and schedule risk considerations it proposes to make in the major capability areas of Mobility, Lethality and Survivability, including the details as to how any of these initial trades were made.

L.4.1.2.2 The offeror shall submit an Integrated Master Plan (IMP) that: clearly defines the offeror's master plan for the contract; identifies key events, accomplishments and criteria; is traceable to and consistent with the Integrated Master Schedule (IMS), and is consistent with DI-OT-10-10119 in Exhibit A. The key events shall include, but are not limited to, a System Requirements Review (SRR), a System Functional Review (SFR) and a Preliminary Design Review (PDR). The IMP shall contain events, accomplishments and criteria through delivery of the First Full-Up Prototype Vehicle in the EMD phase that are descriptive, concise and specific to the offeror's GCV IFV development and design. Each IMP task shall have a task description that briefly describes the task that includes inputs required for successful accomplishment of the task, the accomplishment criteria and outputs for the task.

L.4.1.2.3 The offeror shall describe in detail the systems engineering approach, methodology and activities it proposes to employ to execute the GCV IFV TD phase contractual requirements and delivery of the First Full-Up Prototype Vehicle in EMD to include the following:

(a) Identify all the systems engineering and design engineering specific tasks required to execute the program up to the First Full-Up Prototype Vehicle delivery in EMD;

(b) Describe the requirements development and management activities and describe the supporting tools to be used to ensure traceability, validation, and verification through the development process;

(c) Describe the architecture development activities, the tools/models to be used to ensure linkage between different views, and the relation of the architecture models to the design descriptions and feedback into the requirements development;

(d) Describe the risk management activities and risk mitigation strategies to be used to identify technical, integration, cost, and schedule risks;

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(e) Identify the specific technical, integration, cost and schedule risks in its technical approach and the risk mitigation plans it proposes to employ to successfully complete the GCV IFV TD phase;

(f) Describe how physical and functional interface requirements and interdependencies are identified. Specifically include a discussion of performance modeling and simulation studies, and other design processes and methods proposed to allocate the requirements, optimize the design and validate the design;

(g) Describe how the system design will be captured, documented and maintained to include allocation of requirements to the subsystem levels;

(h) Describe how the systems engineering design activities will result in the establishment of the allocated baseline (including the allocation of requirements to software) by PDR, and

(i) Describe the iterative approach to hardware and software integration leading up to and inclusive of system integration laboratories (SILs) and final vehicle integration to include maintaining configuration control throughout the integration process as changes are made.

L.4.1.3 Unit Manufacturing Cost (UMC) (Sub-factor 3)

The Government has determined that the UMC range for the GCV IFV is \$9.0 million to \$10.5 million (expressed in Government fiscal year 2010 constant dollars, as defined by the 2010 Office of the Secretary of Defense Inflation Guidance FY2011 President's Budget). The offeror shall provide a UMC estimate consistent with its GCV IFV initial concept that addresses the following:

(a) The manufacturing cost includes the costs of material, labor, and other expenses incurred in the fabrication, checkout, and processing of parts, subassemblies, and major assemblies / subsystems needed for the final system. The manufacturing cost also includes costs of subcontractors and purchased parts/equipment. The manufacturing cost further includes costs of the efforts to integrate and assemble the various subassemblies into a working system, costs to install special and general equipment, and costs to paint and package the system for shipment to its acceptance destination. It also includes moves in order to assemble into a final system (the Manufacturing Cost definition is taken from the Department of the Army Cost Analysis Manual).

(b) The offeror shall not generate a UMC estimate related to the Network Integration Kit (NIK) hardware. Rather, the offeror shall use a value of \$450,000 and shall clearly identify this as the Government-provided estimate for NIK hardware (which includes the hardware defined in the NIK Interface Control Document). The offeror shall generate a UMC estimate for the integration of the NIK hardware into its GCV IFV initial concept and shall also generate UMC estimates for all other components of its GCV IFV initial concept.

(c) The offeror's UMC estimate shall be based on the production of Level 0 protection packages for all GCV IFVs and Level 1 protection packages for one third of GCV IFVs.

(d) For the purposes of the UMC estimate, the offeror shall assume a steady-state production rate of 200 GCVs per year over a 10-year planning horizon.

(e) The UMC estimate shall be provided in Government fiscal year 2010 constant dollars (as defined by the 2010 Office of the Secretary of Defense Inflation Guidance FY2011 President's Budget).

(f) The UMC estimate shall be broken out to at least the fourth level of the WBS (see the Database2.mdb MS Access file, UMC table of Exhibit C).

(g) The offeror shall provide a summary of the basis of the estimate. This basis of estimate shall, at a minimum, include: the cost estimating methodology for each line item in the estimate (e.g., expert/engineering opinion, analogy, parametric, actual cost history, etc.); key back-up data; and significant ground rules and assumptions. The BOE Filename for each WBS element shall be provided in Exhibit C (Database2.mdb MS Access file, UMC table).

(h) Attachment 012 and the Database2.mdb file, UMC table of Exhibit C are two representations of the WBS. The offeror shall not modify the provided Attachment 012 (WBS) for the purpose of responding to the UMC data request. Any changes to the WBS for the purposes of the UMC estimating methodology must be made in the Database2.mdb file, UMC table of Exhibit C. The offeror may not make any changes to the WBS in the Database2.mdb file, UMC table of Exhibit C above Level 4. For any additions, the "WBS Number" field, the "WBS Level" field, the "Parent " field, the "WBS Description" field and the "WBS Definition" field must be completed. If a BOE is submitted for that WBS element then, the "Used" field must be checked. For any Level 4 or lower WBS element not included in the offeror's proposal, the "Used" field must be un-checked. Data may be entered in the UMC table using the UMC form.

L.5 Schedule Factor Volume. The Schedule Factor Volume is comprised of a single chapter. Offerors are responsible for including sufficient detail to permit a complete evaluation. Any information provided as part of the Schedule Factor Volume may be used to correlate the evaluation of the other proposal volumes.

L.5.1 Integrated Master Schedule (IMS)

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L.5.1.1 The offeror shall submit an IMS consistent with DI-MGMT-81650(T) in Exhibit A that supports and is consistent with the IMP. It shall consist of a detailed plan for the initial six (6) months of contractual effort, and planning packages shall be utilized beyond the detailed plan. The IMS shall run through delivery of the Early Prototype (-) vehicle in the EMD phase. The electronic version of the IMS shall be submitted on a separate CD-ROM and shall adhere to the following:

- (a) The IMS shall be submitted in a MS Project (2007) file. The file shall be unlocked and, in addition to typical schedule specific information, shall include the following for each activity:
 - (i) Work Breakdown Structure (WBS) number;
 - (ii) Crosswalk to Integrated Master Plan Accomplishment Criteria;
 - (iii) Responsible organizational entity; and
 - (iv) Crosswalk to Basis of Estimate (if applicable).

(b) The offeror shall submit an explanation for "hard" constraints (e.g., Must Start On, Must Finish On, Start No Later Than, Finish No Later Than, etc.).

- (c) The IMS shall contain clear, logical, unambiguous and meaningful activities, with activity names/descriptions clearly describing the work being accomplished by that task. To this end, the IMS shall consist of no more than 5,000 activities (excluding Summary activities). If the offeror provides an IMS with more than 5,000 activities, only the first 5,000 activities listed will be evaluated. In order to facilitate evaluation, the IMS shall not include:
- (i) Level of Effort activities;
 - (ii) Duplicate activities (i.e., the same activity shall not be included more than once in the schedule network);
 - (iii) Regular recurring deliveries (i.e., deliveries that occur every month or quarter);
 - (iv) Regular recurring meetings (i.e., monthly Program Management Reviews, etc), and
 - (v) IMP Significant Accomplishments / Accomplishment Criteria / Completion Criteria as activities.

(d) The offeror shall submit a credible IMS by ensuring that activity durations are realistic and activities are appropriately linked both horizontally and vertically.

(e) The offeror shall submit a narrative, limited to two pages, describing the overall schedule construction methodology. This narrative shall include the schedule margin approach utilized.

(f) The offeror shall provide network precedence diagrams formatted to fit on one (1) E-size sheet (approximately 36" x 60"). Each activity box shall include: activity identification code, unique identifier, activity description, activity duration in days, total float in days, WBS, Basis of Estimate crosswalk (if applicable), early start/finish dates. The linkage / relationship between each activity box shall be represented to include a description of the linkage (i.e. Finish-to-Start, Start-to-Start, Finish-to-Finish, etc.) and the amount of lag if any. Network precedence diagrams shall be provided with critical path and three near-critical paths to subsystem demonstrator deliveries, Early Prototype (-) vehicle delivery and all major IMP Program Events.

L.5.1.2 The offeror shall provide a high level program chart which shall include, but is not limited to, major program milestones / significant events and bars representing summaries of the work leading to them.

L.5.2 Technology Maturity Self-Assessment

To reduce technology risk, it is intended that all proposed technologies should be no less than Technology Readiness Level (TRL) 6 at the beginning of the TD phase. The offeror shall submit a self-assessment in the format provided in Technology Readiness Level Self-Assessment Form (Attachment 023), based on the Technology Readiness Level Definitions (Attachment 014), for the technologies it proposes to successfully develop and design its GCV IFV within the TD phase. In addition to its self-assessment, the offeror shall submit substantiating data for each subsystem identified in its Product Structure (provided in L.4.1.1.1), regardless of TRL, to substantiate the offeror's technology maturity claims. If an offeror proposes technologies less than TRL 6, and where technologies that are assessed as TRL 6 or higher but are being modified for its GCV IFV initial concept, the offeror shall submit rationale/plan and a technology risk assessment with supporting detail describing the risk mitigation activities required, to include back up technology implementation (traceable to the IMS) to adapt/develop and integrate the subsystem into its GCV IFV initial concept.

L.5.3 The offeror shall submit any substantiating data in the form of completed trade studies and analysis that details the technical development and design efforts (summarized in L.4.1.2.1 and L.4.1.2.3) completed in support of its GCV IFV initial concept represented by the CAD Model delivered under L.4.1.1.2.

L.6 Price Factor Volume: The Price Factor Volume is comprised of a single chapter. Offerors are responsible for including sufficient detail to permit a complete evaluation. Any information provided as part of the Price Factor Volume may be used to correlate the evaluation of the other proposal volumes.

L.6.1 Price Factor (Factor 3)

As noted in CLIN 0001, offerors shall submit a Target Price consisting of a Target Cost and Target Profit. The Target Price is equal to

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the Ceiling Price. Offerors shall submit the information as identified below.

L.6.1.1 Electronic spreadsheet files (Workbooks) shall be MS Excel Office 2003/2007 compatible. Workbooks must be sent in a format that includes all formulas, functions, macros, computations or equations used to compute the proposed amounts. There can be no cell references to data or files not included in the Price Volume. For each Workbook, all Rows, Columns, Cells, and Worksheets must be Visible (object.Visible=True). Zero height/ Zero width rows/columns in Worksheets are not be acceptable. Worksheet cells formatted with the Font color equal to the Fill color are unacceptable. If Workbooks or Worksheets are password protected, then the password(s) must be provided. Print image files or pictures (for example a picture of an Excel spreadsheet embedded in a word document) or files containing only values are not acceptable. Supporting narrative, including Basis of Estimate (BOE) sheets, shall be provided in files which are MS Excel or MS Word 2003/2007 compatible. BOEs may not be submitted as pictures. Text or spreadsheets used as supporting rationale within a BOE may not be included as a picture.

L.6.1.2 Table of Contents: The offeror and each Major & Non-Major Subcontractor shall provide a Table of Contents showing each file submitted as a part of the L.6 Price Volume with a short description of the contents of the file. Each of these entries in the Table of Contents shall be hyperlinked to the respective files.

L.6.1.3 The offeror and each Major Subcontractor shall complete the information required by columns A-G in the MS Excel "spreadsheet logic" worksheet, Attachment AA of Exhibit C (see example in worksheet "example"). The cost element names, in column A, shall include each of the cost elements used in the offeror's / Major Subcontractors' spreadsheets.

L.6.1.4 In accordance with FAR clause 52.214-35 (Submission of Offers in U.S. Currency), all costs must be in U.S. dollars only, including amounts for the offeror and any potential subcontractors. If the basis for the proposal is any other currency, the offeror shall:

- (a) State the exchange rate(s) being used to convert any currency to U.S. dollars and how the exchange rate was developed.
- (b) Explain how you intend to deal with the risk that fluctuation in exchange rates may impact this prospective contract.

L.6.1.5 Cost and Pricing information should be provided as described below:

L.6.1.5.1 At a minimum, BOE sheet(s) for each Level 4 WBS element shall be provided (see WBS in Attachment 012 and the Database2.mdb MS Access file, WBS table of Exhibit C). BOE sheets for a lower level WBS may be provided if the offeror feels it better explains their allocation/estimation of effort. The data presented in the BOE sheet(s) must track to the data in Attachment X of Exhibit C. Only the offeror shall complete Attachment X of Exhibit C. Major Subcontractors are not required to complete Attachment X of Exhibit C. Any discrepancies between the data in the proposed spreadsheets, the BOEs, Attachment X and the BOEs table of the Database2.mdb MS Access file of Exhibit C must be explained.

In addition, the offeror and each Major Subcontractor shall provide the data required for the BOEs table of the Database2.mdb MS Access file of Exhibit C as appropriate. BOE file names must not contain any of the following characters: ":", "/", "?", "#", "[", "]", "@", "!", "\$", "&", "'", "(", ")", ":", ":", ":", "+", ",", ";", or "=". For direct labor, subcontracts, material and ODCs/Travel as specified below, the time phasing shall be monthly. BOE sheets shall not reference documents not included in the proposal.

Any changes to the WBS must be made in the Database2.mdb MS Access file, WBS table of Exhibit C. Attachment 12 is provided solely for reference and tracks to the Database2.mdb MS Access file provided in Exhibit C. The offeror may not make any changes to the WBS in Database2.mdb MS Access file, WBS table of Exhibit C above Level 4. For any additions to the Database2.mdb MS Access file, WBS table of Exhibit C, the "WBS Number" field, the "WBS Level" field, the "CLIN" field, the "Parent " field, the "WBS Description" field and the "WBS Definition" field must be completed. If a BOE is submitted for that WBS element, then the "Used" field must be checked. For any Level 4 WBS element not included in the offeror's proposal, the "Used" field must be un-checked. For each Level 4 WBS element where the "Used" field is checked the "Start Date" field and the "End Date" field must be completed using the "dd/mm/yyyy" format (e.g. 1/1/2011). Data may be entered in the WBS table using the WBS form.

BOE sheets shall include:

L.6.1.5.1.1 Direct Labor. For direct labor include the following:

- (a) A monthly time-phased breakout of the direct labor hours, by proposed labor category.
- (b) A narrative description of the tasks to be performed, and the calculations showing the computation of the respective direct labor hours proposed for each specific task.
- (c) A description of the method used to estimate the hours, identifying assumptions used, and any cost estimating relationships.
- (d) The calculations showing the computation of the direct labor hours.
- (e) A description of each labor hour category used for the BOE. This description shall include sufficient information to allow the reader to distinguish between the different labor categories used in the proposal.

L.6.1.5.1.2 Major Subcontracts (Greater than \$20M).

- (a) A monthly time-phased breakout of the costs for each Major Subcontractor.

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(b) If there are Major Subcontractors at any level/tier (those whose total cost is expected to be greater than \$20,000,000), please provide cost information from the subcontractor equivalent to that required of the offeror, excluding Attachment X of Exhibit C. (Note: Segregate the subcontractor cost information by WBS, the same as required of the offeror's cost breakdowns.)

(c) Include the evaluation of the subcontractor's submission required by FAR 15.404-3 (b), and rationale for determining that the subcontract price is reasonable and realistic. Also state the type of subcontract the offeror anticipates (e.g. firm-fixed price, cost-plus-fixed-fee, etc.)

(d) The same type of information must be provided for inter-organizational transfers, regardless of dollar value. Please indicate whether the inter-organizational transfer includes upward or downward adjustments for contingencies or negotiation challenges and the supporting rationale.

(e) NOTE: For Major Subcontractors as defined above, if the subcontract is for purchased material and you can demonstrate that the subcontract item is either commercial or based on adequate price competition, cost information from the subcontractor is not required. Instead, provide copies of competitive subcontractor price quotes, or the kind of information noted in FAR 52.215-20(a)(1)(ii).

(f) If the Major Subcontractor declines to provide complete cost proposals to the offeror or higher-tier subcontractor, then those subcontract proposals may be submitted by the subcontractor directly to the PCO using the same submission instructions noted above. Such submissions must arrive at or prior to the due date for proposals as noted on the front page of this RFP.

L.6.1.5.1.3 Material and non-Major Subcontracts (Less than \$20M).

(a) A monthly time-phased breakout of the material / non-Major Subcontractors' cost.

(b) Provide a narrative that explains the method used to develop the proposed cost for material and subcontracts less than \$20M, including information about the extent to which the cost is based on vendor quotes, purchase order history, estimates, etc. Indicate whether the amount includes upward or downward adjustments for contingencies or negotiation challenges and supporting rationale. (Note: Segregate the subcontractor cost information by WBS, the same as required of the offeror's cost breakdowns.)

(c) High Dollar-Value Material/Subcontracts: For the items with a material/subcontract unit cost (purchase price to offeror) greater than \$100,000, provide the following information:

- (1) Item Name/Description/Part Number/Vendor, as applicable
- (2) Unit Cost (purchase price to offeror)
- (3) Quantity used
- (4) Extended Cost (unit cost multiplied by quantity used)
- (5) Basis for cost (engineering estimate, vendor quote, purchase history, etc.)
- (6) Indicate whether component is sole-source, competitive, or commercial
- (7) Cost element

(d) All Other Material: State the total amount of material cost not included in High Dollar-Value Material.

(e) NOTE: If the material / subcontract is for purchased material and it can be demonstrated that the subcontract item is either commercial or based on adequate price competition, cost information from the subcontractor is not required. Instead, provide copies of competitive subcontractor price quotes, or the kind of information noted in FAR 52.215-20(a)(1)(ii).

L.6.1.5.1.4 Other Direct Costs (ODCs).

(a) A monthly time-phased breakout of the ODCs.

(b) Depending on the offeror's accounting system, this may include costs such as computing charges, travel, etc. Identify each category of proposed ODCs, and the dollar amount for each category. Provide an explanation of what is included in each category and how the cost was estimated.

L.6.1.5.1.5 Estimated amounts generated by appropriately calibrated and validated parametric models or cost-estimating relationships (CERs) are acceptable. The offeror must identify the model(s) used, describe how the model(s) has been calibrated (for commercially available models), validated and verified, including any statistical analyses supporting the model. The offeror must provide a table(s) showing the model input(s), how the input(s) were developed and the output results of the model(s) and how they are used. If the CERs have been audited by DCAA or equivalent within the last 12 months from the date of the proposal submission, then identify the audit agency, the report number and the date of the audit report. This includes any models used to estimate software (reference L.4.1.1.5.1).

L.6.1.5.2 Provide spreadsheets showing the proposed costs for CLIN 0001. Each Spreadsheet shall be organized by cost element (i.e. Direct Labor, Subcontracts, Material, Other Direct Costs, Overhead/Indirect, Fee, etc.) time phased by quarter and totaled by calendar year. The cost breakdown must be consistent with your cost accounting system and with the data provided in the BOEs, and Attachment X of

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Exhibit C. Any discrepancies between the data in the proposed spreadsheets, the BOEs, Attachment X of Exhibit C and the BOEs table of the Database2.mdb MS Access file of Exhibit C must be explained.

The direct costs within this time-phased breakdown shall track directly with the data provided in Attachment X of Exhibit C and the offeror's BOE sheets.

Provide the following information in support of each CLIN (as defined in Section B of the RFP) Level spreadsheet:

L.6.1.5.2.1 Direct Labor. Costs for direct labor shall include the following:

(a) a quarterly time-phased breakout of the direct labor hours, by labor category (cost element) appropriate to the offeror's accounting system. Each labor category (cost element) must be included in the offeror's Attachment AA response;

(b) the labor rate for each category of direct labor, including the basis for the rate and any escalation used, and

(c) the direct labor cost (dollars).

L.6.1.5.2.2 Major Subcontracts (Greater than \$20M).

(a) a quarterly time-phased breakout of the subcontract costs, by subcontractor.

(b) each Major Subcontractor (cost element) must be included in the offeror's MS Excel "spreadsheet logic" worksheet, Attachment AA of Exhibit C response.

L.6.1.5.2.3 Material and non-Major Subcontracts.

(a) a quarterly time-phased breakout of the material/non-Major Subcontracts costs.

(b) each material/ non-Major Subcontractor (cost element) must be included in the offeror's MS Excel "spreadsheet logic" worksheet, Attachment AA of Exhibit C response.

L.6.1.5.2.4 Other Direct Costs.

(a) a quarterly time-phased breakout of the ODCs.

(b) each ODC (cost element) must be included in the offeror's MS Excel "spreadsheet logic" worksheet, Attachment AA of Exhibit C response.

L.6.1.5.2.5 Rates. Show the quarterly time phased application of the proposed direct and indirect rates.

L.6.1.5.2.6 Facilities Capital Cost of Money (FCCM): The offeror shall state the total amount estimated for FCCM and identify the Treasury Rate used to develop the amount.

L.6.1.5.2.7 Target Profit. State the Target Profit rate and the total dollar amount included.

L.6.1.5.3 Rates. Provide a list of the direct and indirect rates, by category and by year, used in the development of the proposal. The proposed rate categories must be consistent with the information provided in MS Excel "spreadsheet logic" worksheet, Attachment AA of Exhibit C. Include:

(a) The date of the current CASB Disclosure Statement;

(b) The effective date of the rates or the data that formed the basis for the rates (the date of the burden study analysis or payroll run, etc.);

(c) A narrative explaining the basis for the estimated rates. And specifically identify any Escalation factors used;

(d) State whether these rates represent a Forward Pricing Rate Submission (FPRS) or a Forward Pricing Rate Agreement (FPRA) and note the date of the agreement;

(e) State whether or not the business volume that would be generated if a contract was awarded to your firm as a result of this RFP has been included in the proposed rate package;

(f) The ending month for the offeror's fiscal year.

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(g) For each of the rate categories, provide both the prior and current fiscal year's Incurred Cost rates. Indicate if the prior year rates have been audited. For the current year's Incurred Cost rates, provide the month ending for those rates.

L.6.1.5.4 Supporting data and rationale shall be in sufficient detail to enable the Government to evaluate the realism of the offeror's proposed pricing.

L.6.1.5.5 Attachment X of Exhibit C. The offeror shall provide the data by month for Columns A through H in Worksheet "PivotTableData". A sample is provided in worksheet "Example". Any discrepancies between the data in the proposed spreadsheets, the BOEs, Attachment X of Exhibit C and the BOEs table of the Database2.mdb MS Access file of Exhibit C must be explained.

L.6.1.5.6 CRITERIA FOR ADEQUATELY PRICING PROPOSALS (Attachment 021). The offeror shall complete Attachment 021 for its proposal and for each subcontractor / interdivisional proposal at any level for which cost data is required.

L.6.1.5.7 The offeror and each Major Subcontractor shall provide the address, email and telephone number of the cognizant DCAA Field Audit Office and DCMA office.

L.6.1.6 Offeror Cost Decrements (if applicable). In support of the proposed Contract Line Item Number (CLIN) 0001 pricing, the above required information (i.e. BOEs, spreadsheets, etc.) shall reflect the cost element build-up for the offeror's proposed effort, as reflected in the non-Price Volumes of the proposal. In the event the proposed pricing reflects any form of cost decrements after presentation of this cost element build-up, to include cost discounting, expected negotiation decreases, corporate investment or management challenges, the offeror shall identify such decrements in the proposal after the G&A line (either before or after profit). Where cost decrements are proposed, identify the nature, amount and basis for the decrement, and any accounting treatment implications. Also, the offeror shall provide supporting data to substantiate the achievability of the decrement. In the event of corporate investment or management challenges that may result in the contract being performed at a loss, provide corporate level substantiating information which both recognizes the potential for performance at a loss and supports the ability of the offeror to finance contract performance in a loss position.

L.6.1.7 Share Ratios/Ceiling Price/Contract Type. Offerors shall not propose alternative share ratios, a Ceiling Price that differs from the Target Price or a Contract Type other than what this RFP requires.

L.7 Past Performance Factor Volume: The Past Performance Factor Volume is comprised of a single chapter. Offerors are responsible for including sufficient detail to permit a complete evaluation. Any information provided as part of the Past Performance Factor Volume may be used to correlate the evaluation of the other proposal volumes.

L.7.1 Past Performance Factor (Factor 4)

L.7.1.1 For the Past Performance Factor, provide information on recent and relevant contracts for (i) you, and (ii) your proposed Subcontractor(s). The offeror shall only submit a grand total of up to six (6) recent and relevant contracts. The offeror shall only submit those recent and relevant contracts for itself and its Subcontractor(s) for efforts that it proposes to be performed by the offeror and its Subcontractor(s) on the GCV IFV effort. These may include foreign, federal, state, local and private industry commercial contracts. Recent includes performance of contracts occurring within approximately three (3) years of the date of issuance of this RFP. The offeror shall briefly describe the specific work activity to be performed by itself, as the prime offeror, and by each of its significant partners/subcontractors/teammates. Relevant past performance includes any of the following scope of work activities that have a complexity of which is similar to the GCV requirements:

- (a) Concept Design and Development of military ground combat/ground tactical/other ground vehicles.
- (b) Integration of major C4ISR subsystems into a new military ground vehicle design or existing military system platform.
- (c) Integration of major weapon subsystems into a new military ground vehicle design or existing military system platform.
- (d) Integration of major armor subsystems into a new military ground vehicle design or existing military system platform.
- (e) Integration of major mobility subsystems into a new military ground vehicle design or existing military system platform.
- (f) Program Management activities, including Earned Value Management utilizing an Earned Value Management System.

L.7.1.1.1 Contract Information: For each of the up to six (6) recent and relevant contracts submitted under L.7.1.1 above, provide the following information:

- (a) Contract Number (and delivery order number if applicable) and Commercial and Government Entity (CAGE) code;
- (b) Contract Type;
- (c) Total Value of the Contract (beginning & ending value);
- (d) Contract Performance Schedule and Actual Dates of Contract Performance;
- (e) Government or commercial contracting activity address, telephone number and e-mail;
- (f) Procuring Contracting Officers (PCO) and/or Contract Specialists name, telephone number and e-mail;
- (g) Government (DCMA) or commercial administrative contracting officer (ACO), contracting officers representative (COR), performance certifier, and/or quality assurance representative (QAR), name, telephone number and email;
- (h) A description of scope of work requirements and a discussion of the similarities between the cited contract scope and the relevance

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Name of Offeror or Contractor:

standards identified above in L.7.1(a-f);

(i) Any significant subcontracting or teaming agreements;

(j) Percentage of effort performed as a prime or subcontractor;

(k) A brief self-assessment of contract performance for each of the contracts listed. Your self-assessment must address performance to meet Technical and Schedule requirements within estimated costs. Include an explanation for any increase in costs above estimated costs, schedule delays or failure to meet technical requirements; and

(l) Copies of the Statements of Work from each of the up to six (6) submitted contracts to establish the relevance of the contract to the scope of work activities listed in L.7.1.1 above.

L.7.1.1.2 Past Performance Questionnaire. A past performance questionnaire is provided in Attachment 011. For each of the up to six (6) recent and relevant contracts submitted by the offeror, and based on identification of your most recent and relevant contracts, the offeror shall send a copy of the past performance questionnaire directly to the appropriate Procuring Contracting Officer (PCO) and/or Contracting Officer's Representative (COR) or other appropriate technical and contracting individuals. The offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at DAMI_GCV@conus.army.mil as soon as possible, but no later than the RFP closing date (See Block #9 of the SF33 cover page to this solicitation) with the subject heading PAST PERFORMANCE INFORMATION FOR [offeror name].

L.7.1.1.3 In addition, the offeror is requested to prepare and submit to the Contract Specialist, within thirty (30) days of the Government's posting of the RFP, a past performance matrix of the references to whom the offeror sent the past performance questionnaires. The matrix shall be sent to the Contract Specialist via email to DAMI_GCV@conus.army.mil and shall contain the following information prepared in the following format:

- (a) Contract No./Delivery Order;
- (b) Contract/Delivery Order Type;
- (c) Program Title, including brief (200 words or less) description of work performed;
- (d) Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor;
- (e) Point of Contact and Telephone Number, e-mail (PM/PCO/ACO/COR); and
- (f) Date Questionnaire sent to the Government or Contractor Point of Contact

L.7.1.1.4 Corporate Entities. If any contract, listed as part of the Past Performance Factor submission, was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them and indicate which entity will perform this effort. The offeror shall also provide the above requested information for any proposed Subcontractor on which the offeror is submitting past performance information.

L.7.1.1.5 Predecessor Companies. If you, or Subcontractor(s) you are submitting Past Performance Information on, only have recent and relevant performance history as a part of a predecessor company, the Government may consider that past performance in our evaluation of past performance. Please provide the information for those recent and relevant contracts of that predecessor company. Offerors must also briefly document the history of the evolution from the predecessor company.

L.7.1.1.6 Contacting References. Offerors are advised that the Government may contact any of the references that the offeror provides, may contact other third parties for performance information, and the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed Subcontractors to allow the Government to discuss the Subcontractor's past performance with the offeror.

L.7.1.1.7 Past Performance Information. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offeror. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the offeror.

L.8 Small Business Participation Factor Volume: The Small Business Participation Factor Volume is comprised of a single chapter. Offerors are responsible for including sufficient detail to permit a complete evaluation. Any information provided as part of the Small Business Participation Factor Volume may be used to correlate the evaluation of the other proposal volumes.

L.8.1 This provision applies to every offeror (U.S. and non-U.S.), regardless of size status or locations of working facilities or headquarters.

For proposal preparation purposes, the offeror's Small Business Participation proposals shall be consistent with the subcontracting cited in the offeror's Target Price Factor Volume, and any subcontracting references/identification contained elsewhere in any other Factor Volume.

Percentages are calculated using proposed total CONTRACT amount as the denominator and include first-tier subcontractors only.

L.8.1.1 All offerors, including offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are to identify the extent to which U.S. small business concerns will be utilized as first-tier subcontractors in the performance of this proposed contract. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size

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standards in FAR 19.102 for the applicable NAICS code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), HUBZone small businesses (HUBZone SBs), veteran-owned small businesses (VOSBs), service disabled veteran-owned small businesses (SDVOSBs), and historically black colleges/universities and minority institutions (HBCU/MIs).

L.8.1.2 If the offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement) is itself a U.S. small business concern, the offeror's own participation as a SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and HBCU/MI, will also be considered small business participation for the purpose of this evaluation. In this event, the extent of the offeror participation as a U.S. small business concern shall be detailed in the same manner as subcontracts to first-tier U.S. small business concerns.

L.8.1.3 Small Business Amounts: All offerors shall address anticipated U.S. small business concern participation and subcontracting based on the total contract dollars proposed by the offeror receiving the GCV IFV TD phase contract.

L.8.1.3.1 The offeror shall provide information for small business participation and subcontracting in a table format in accordance with the following example:

Small Business Participation Table

Business Category	\$Cost All Subcontracts	%of SB participation	Cost Total SubK
Total Estimated Contract Cost	\$43.00M		
SB	\$16.34M	38.0%	(\$16.34M of \$43M)
SDB	\$ 2.36M	5.5%	(\$ 2.36M of \$43M)
WOSB	\$ 1.55M	3.6%	(\$ 1.55M of \$43M)
HUBZone SB	\$ 1.08M	2.5%	(\$ 1.08M of \$43M)
VOSB	\$ 1.55M	3.6%	(\$ 1.55M of \$43M)
SDVOSB	\$ 1.46M	3.4%	(\$ 1.46M of \$43M)
HBCU/MI	\$ 0.38M	0.9%	(\$ 0.38M of \$43M)

L.8.1.3.2 Guidance for filling in the above "Small Business Participation" Table:

- (a) Include first-tier subcontractors only. Note that members of a joint venture may be considered the offeror or the first tier subcontractors, depending on the legal form of the joint venture as defined in its agreement document.
- (b) If the offeror is a U.S. small business concern, detail the extent of the offeror participation as a U.S. small business concern in the same manner as subcontracts to first tier U.S. small business concerns.
- (c) Percentages should be rounded to the nearest tenth of a percent.

L.8.1.3.3 Additional Guidance for particular Business Categories:

- (a) For "Contract Target Price": Include the offeror's proposed Contract Target Price on this line.
- (b) For SB: Include U.S. small business concerns from all categories (i.e. SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and HBCU/MI) in the dollars and percentage on this line. The SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and HBCU/MI are subcategories of SB and the dollars in each of these may not add to match the total dollars in the SB line due to the following: In some cases the same dollars may be reported in more than one block (i.e., a \$10,000 subcontract to a Woman-Owned Small Business that is also a Service-Disabled Veteran-Owned Small Business should be entered on four rows: \$10,000 under SB, \$10,000 under WOSB, \$10,000 under VOSB and \$10,000 under SDVOSB). Be sure that the dollars are counted in the SB line only once and not four times (e.g. \$40,000 representing the same firm participating at \$10,000 in differing categories). Note that the SB percentage is not simply a total of the percentages of each SB subcategory and must be calculated separately as shown in the chart.
- (c) For SDB: Include HBCU/MI dollars, if any, in the SDB dollars and percentage on this line (except for Commercial Plans).
- (d) For HUBZone SB: Include only "SBA certified" HubZone SBs. Note that this is different from some of the state HUB certifications.

L.8.1.3.4 Small Business List: All offerors shall provide the names and CAGE codes of small business concerns (including the offeror if a small business concern) who would participate in accomplishing the proposed contract; the small business classification of each U.S. small business concern (i.e. SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and HBCU/MI); a short description of the specific services to be provided by each small business concern; and the estimated total dollars for each service or product.

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a. This data shall be provided in a table format in accordance with the following example:

Name of SB Concern	CAGE Code	Location	SB Class	Description of Supplies or Service	Total \$
ABC Co.	123XX	City, USA	SB	Wire	\$ 0.50M
DEF Co.	XX123	City, USA	SB	Plating	\$ 0.75M
GHI, Inc.	DD123	City, USA	SB,WOSB VOSB	Circuit Cards	\$ 1.20M

b. If a small business does not have a CAGE code, insert the word "None" in the table above. Note that during the evaluation, the Government may request that the offeror submit a letter from the small business affirming the information provided in your proposal.

c. For SB Classifications(s), list all SB classifications that apply to each concern in the table above.

L.8.2 If the offeror IS NOT a U.S. small business concern and must submit a Small Business Subcontracting Plan under this RFP in accordance with FAR 52.219-9, the Small Business Subcontracting Plan shall be consistent with the offeror's Small Business Participation proposal information provided in response to L.8 (recognizing that the Small Business Subcontracting Plan percentages will be different in that the percentage calculation denominator is total subcontracting amount as opposed to this Small Business Participation Factor where the percentage calculation denominator is the offeror's proposed Contract Target Price).

L.8.3 Compliance with FAR 52.219-9.

L.8.3.1 Offerors which are both: (a) other than U.S. small business concerns (as defined by the North American Industry Classification System (NAICS) code applicable to this RFP), and (b) have had prior contracts requiring the submission of a Small Business Subcontracting Plan in accordance with FAR 52.219-9 are to:

Provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of both their goals and their accomplishment of the goals established under subcontracting plans of prior contracts performed over the past twelve (12) months (from date of solicitation issuance). This documentation shall include Individual Subcontracting Reports (ISRs/DD Form 294s) which list both goals and accomplishments against individual or master plans. If over the last twelve (12) months from the date of RFP release, the offeror reported accomplishments against commercial or comprehensive subcontracting plans in lieu of individual or master plans, the offeror shall submit the plans to document the goals and the Summary Subcontract Reports (SSRs/DD Form 295s) to document the accomplishments. (Note: if the offeror has not performed a contract over the past twelve (12) months, which included FAR 52.219-9, the offeror shall so state).

L.8.3.2 Offerors which have had prior contracts requiring a Small Business Subcontracting Plan IAW FAR 52.219-9 and provide the information requested in L.8.3 of this RFP shall not respond to L.8.4 below.

L.8.3.3 If the reporting entity listed on a subcontracting report is different from the name of the proposing prime, provide an explanation of the legal relationship between the other entity and the proposing prime and a description of how the other entity's small business accomplishments reported are applicable to the current proposal. This explanation should include Business Name, CAGE Code and DUNS number of the other entity and the proposing prime.

L.8.4 Approach to meeting FAR 52.219-8. Offerors which are either U.S. small business concerns, or other than U.S. small business concerns (as defined by the North American Industry Classification System (NAICS) code applicable to this RFP) having had no prior contracts requiring a Small Business Subcontracting Plan in accordance with FAR 52.219-9 shall substantiate their proposed approach to meeting the requirement of FAR 52.219-8. Substantiation may include providing:

- (a) a description of the offeror's performance, over the past twelve (12) months (from date of solicitation issuance), in complying with the requirements of FAR 52.219-8 (Note: if the offeror has not performed a contract over the past twelve (12) months (from date of solicitation issuance), which included FAR 52.219-8, the offeror shall so state);
- (b) a description and available documentation of any methods or techniques used to promote small business participation;
- (c) any listings of U.S. small business concerns who are subcontracting candidates;
- (d) internal procedures used to monitor small business participation during contract performance; and/or
- (e) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8.

L.9 Proposal Terms and Conditions

L.9.1 Any information provided as part of the Proposal Terms and Conditions Volume may be used to correlate the evaluation of the other proposal volumes.

L.9.2 Submit two (2) signed copies of the Standard Form 33 (SF33) cover page and a copy of all completed fill-ins for Sections A through K, including all signed copies of Amendments to the RFP. ORCA certifications need not be separately submitted.

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L.9.2.1 Where certifications/approved systems are required for an offeror, if the proposal is being submitted by a Joint Venture, certifications and approved systems for the principals (partners) of the joint venture will be considered as valid for that offeror providing the necessary documentation from all principals (partners) is provided with the proposal.

L.9.3 A statement specifying agreement with all terms, conditions, and provisions included in the solicitation or any exceptions. Any exceptions taken to the attachments, exhibits, enclosures, or other RFP terms, conditions, or documents must be fully explained; however, any such exceptions may be grounds for the Contracting Officer to reject the proposal from further consideration in the source selection process, before initial evaluation.

L.9.4 Large business offerors as defined by the North American Industry Classification System (NAICS) code applicable to this RFP, 336992, shall submit an acceptable small business subcontracting plan in accordance with Department of Defense FAR Supplement (DFARS) 252.219-7003 and provide this plan as part of the proposal submission.

L.9.5 In accordance with the applicable DFARS clauses contained in the RFP, identify and assert any and all restrictions on the Government's use, release or disclosure of technical data and computer software rights. Applicable accounting records supporting these asserted restrictions shall be made available upon request.

L.9.6 Include documentation demonstrating, as applicable, that the offeror and Subcontractors have the following certifications:

- (a) Facility Clearance for any location that will handle classified material (Special Access Information)
- (b) Information System Security Clearance for any location that will handle classified material (Special Access Information)
- (c) DCMA Approved Accounting System If an offeror does not currently have a DCMA Approved Accounting System, the offeror shall provide the reason for this as well as documentation demonstrating when an approved system will be in place. If the offeror is operating under a corrective action plan agreed to by DCMA, documentation including a letter from the cognizant Administrative Contracting Officer reflecting this, shall be provided.

L.9.6.1 For IT System General Controls, Billing, Purchasing, Compensation, Labor, Material Management and Indirect/ODC systems the offeror and Major Subcontractors at any level shall provide the status of these controls/systems.

L.9.7 Include the written consent of its proposed Subcontractors to allow the Government to discuss the Subcontractor's past performance with the offeror.

L.9.8 Include the agreements with each GSC in accordance with Section L.1.3 and its subparagraphs.

L.9.9 Submit documentation regarding the status of the offeror's Earned Value Management System (EVMS). Such documentation would typically be in the form of a letter from Defense Contract Management Agency. If the offeror does not currently have an approved Earned Value Management System, submit its plan for compliance with the EVMS guidelines referenced in DFARS 252.234-7002.

L.10 Organizational Conflict of Interest.

L.10.1 The provisions of FAR 9.5, "Organizational Conflict of Interest" (OCI), applies to any award under this RFP. Potential offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government offices involved in GCV IFV or related programs.

L.10.2 Offerors should disclose any potential OCI situations to the Contracting Officer as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

*** END OF NARRATIVE L0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE (JAN 2004) -- ALTERNATE I (OCT 1997)	OCT/1997
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-8	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	DEC/2006
L-9	252.234-7001	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	APR/2008
L-10	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Fixed Price Incentive Fee contract resulting from this solicitation.

(End of Provision)

L-11	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN:CCTA (TACOM Contracting Center Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd, Warren, MI 48397-5000).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-12	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

L-13	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
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(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<http://assist.daps.dla.mil/>)

(2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)

(3) ASSISTdocs.com (<http://assistdocs.com>).

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(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-14	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING	OCT/1997
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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

L-15	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

L-16 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L-17 52.211-4054 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES MAR/1989
(TACOM)

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

L-18 52.215-4400 ARMY INFORMATION SYSTEMS (IS) SECURITY REQUIREMENT JUL/2005

1. Contractor will comply with all Department of the Army Directives, AR 380-5, AR 380-67, AR 25-1, AR 25-2, AR 380-3, AR 380-10, Commander - US Army Garrison Michigan (USAG-M), Directorate of Information Management (DOIM) and Directorate Intelligence Security Division, memorandums, and numbered messages. All information systems (IS) require accreditation and certification and must be approved by the Designated Approval Authority (DAA). Approval is required prior to any IS connection to the network is accepted. Personnel requiring access to sensitive defense information, because of their duties in repairing or working on IS equipment or software, will be appropriately investigated based on the sensitivity of the Information Technology (IT) position held in accordance with AR 25-2. Before a technician can work on IT hardware/software, the background investigation must be initiated

a. The requesting agency/contractor should have a contract with USAG-M and an on-site Information Assurance Security Officers (IASO). The IASO shall be knowledgeable of AR 25-2 and other security requirements, and would be the person responsible for that agency/contractor.

b. If remote access to Garrison-Michigan networks, hereby known as Garrison-Michigan networks, is needed for this agency/contractor to monitor Garrison-Michigan networks unclassified network, the agency/contractor must use a National Security Agency approved method to encrypt this information if it is sent/received outside this Command. The use of a commercial Internet Service Provider mail account or ftp for receipt or storage of government information is prohibited. A Terminal Server Access Controller System (TSACS) Account must be established and used for government email and installed on a government machine.

2. The security measures below are consistent with Dept of the Army security policies and directives and are required to protect all associated Garrison-Michigan networks. The goal is to ensure the confidentiality, integrity, and availability of Dept of the Army automation assets and software and to reduce cracker, hacker, and malicious code attacks to the maximum extent possible.

a. In accordance with (IAW) AR 25-2, agency/contractor employees must be designated as IT I, IT II, or IT III positions. Personnel who require access to sensitive and/or classified defense information because of their duties with an IS will be appropriately investigated based on the sensitivity of the IT position held in accordance with AR 25-2. Before assumption of IT duties, an SF85P or SF86 must be completed and sent by your Facility Security Officer (FSO) direct to Defense Security Service for each individual requiring access. A copy of the SF85P or SF86 must be sent to AMSTA-CM-SC for review, who will summarize their findings and provide same to the USAG-M Designated Approving Authority (DAA) who can grant interim access to agency/contractor employees if the required investigation has been submitted by your FSO to Defense Security Service (DSS) and a EPSQ receipt is faxed to AMSTA-CM-SC at DSN 786-6362, or (586) 574-6362 - AND if there are no derogatory issues found. The SF85P or SF86 copies can be mailed to: CDR U.S. Army TACOM, 6501 E. 11 Mile Road, ATTN: AMSTA-CM-SC, Warren, MI 48397-5000. Contractor will be responsible for submitting their required security investigations to the Defense Investigative Service Clearance Office (DISCO). Upon request contractor will provide security investigation data to Directorate Intelligence Security Division, so their personnel can be incorporated into the Garrison-Michigan Security Clearance Roster.

b. Personnel assigned to IT-I positions must have completed an SF 85P and FP 258, have a favorable local review, and have initiated the (National Agency Check with Local Agency and Credit Checks (NACLC), and proof of the initiation of the Single Scope Background Investigation, before access to a Department of the Army automation network and information can be granted.

c. Personnel assigned to IT-II & III positions must have completed a SF 85P and FP 258, have a favorable local review, and

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have initiated the (National Agency Check with Local Agency and Credit Checks (NACLC)).

d. All agency/contractor employees who have access to Garrison-Michigan IS must complete Computer User Information Awareness Training annually. Proof of completion will be retained by the IASO.

e. All agency/contractor employees who have access to Garrison-Michigan IS must each read and sign a copy of Acceptable Use Policy (AUP) annually. Proof of compliance will be retained by the IASO.

f. IAW Garrison-Michigan directives submit the required completed forms for all agency/contractor employees that require Garrison-Michigan network(s), and TSACS, access. The required forms are available in the Outlook Forms crib and are below as an attachment.

- (1) New MGNET Account.
- (2) Trusted System Application (TUA 12) with attachments.
- (3) Contractor/Vendor Terminal Server Access Controller System (TSACS) Account and Password Request.
- (4) An Accreditation and Certification process for each IS that operates within USAG-M must be reviewed by the

Information Assurance Manager (IAM) and then forwarded to the DAA for final approval before connection is accepted.

e. IAW Dept of the Army Directives, AR 25-2, agency/contractor must have malicious code protection on their PC/s used to connect to the GARRISON-MICHIGAN networks. Malicious code protection must be monitored daily for updates and immediate implementation. USAG-M DOIM uses the most current version of Symantec Anti-virus software.

(1) Report any malicious code problems or thefts of equipment, software, or code to the USAG-M Network Operations Center (NOC) IASO. The IASO will forward automation security concerns to his/her supporting Information Assurance Manager (IAM).

f. Secure the computer equipment and information associated with this contract in a locked office or container, and locked building.

- (1) Ensure only personnel designated to work on this contract have access to the computer equipment and information.
- (2) Foreign Nationals must not have access to this equipment and information.
- (3) Identify the physical security measures (i.e. locked office, locked buildings, building alarms etc.) in place to

protect the contract-associated equipment and information at the agency/contractor location. Provide a short description and diagram.

g. DOIM Helpdesk, when issuing an agency/contractor e-mail accounts, will ensure that their names, when displayed, show they are contractors and not government employees.

h. Access for agency/contractor will be limited to the TWNET and servers directly related to their contract work.

i. Each agency/contractor employee associated with this contract must have a unique Department of the Army issued password and user ID. User IDs and Passwords will not be shared among employees.

j. Coordinate with USAG-M Directorate Of Information Management (DOIM) to ensure computers used by the agency/contractor are properly configured to work with TSACS and the TWNET.

l. On completion of the project/contract the agency/contractor will notify the USAG-M IASO, who will then notify the DOIM Information Assurance Team and DOIM Helpdesk, so all network, and TSACS access can be terminated.

3. POC for this action is Mr. Paul Gayan, IMNW-MIG-IMS, 586-574-5561.

(End of Clause)

L-19 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-20 DA, 52.215-5111 ABILITY ONE SUBCONTRACTING CREDIT APR/2010

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Name of Offeror or Contractor:

a. In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

c. For additional information on AbilityOne's program and products see <http://www.abilityone.gov/index.html>

d. For additional information on DoD activities in support of AbilityOne, see http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html

[End of provision]

L-21	52.219-4005	SUBMISSION OF SUBCONTRACTING PLAN	FEB/1999
	(TACOM)		

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires offerors that are other than small businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Offerors may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars. xxx

(End of Clause)

L-22	52.230-4530	DISCLOSURE STATEMENT FORM	MAR/1988
	TACOM (RI)		

Disclosure Statement, Form CASB-DS-1, is not included in this solicitation package. Any offeror meeting the criteria for concurrent submission of the Disclosure Statement, who has not previously received the form from another Government source, will immediately contact the cognizant ACO (See DOD Directory of Contract Administration Components (DOD 4105.59H)) to obtain a copy of the form. If the form is not promptly made available by the ACO, the offeror will immediately so advise the PCO, who will provide one copy of the form. Offeror will be responsible for reproducing the complete form in sufficient number of copies required for submission. No extension of the closing date of the solicitation will be granted on account of the requirement for submission of the Disclosure Statement.

(LS7030) (End of Provision)

L-23	52.233-4001	HQ-AMC LEVEL PROTEST PROCEDURES	OCT/2006
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Name of Offeror or Contractor:

(a) Policy:

A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQ, AMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest:

HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest:

HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

- (2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

- (3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

- (4) The written decision will be binding on the Army Materiel Command and its contracting activities.

- (5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

- (1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the

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Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

- contract performance will be in the best interests of the United States; or
- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies:

The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2); and
- g. such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Clause]

L-24	52.246-4001	OFFEROR'S QUALITY ASSURANCE SYSTEM	MAY/2005
	(TACOM)		

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. If you do not intend to use ISO 9001:2008 as required elsewhere in this contract, Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement)of this solicitation asks you to identify what quality assurance system you will use if awarded a contract.

(1) If the Government is requiring ISO 9001:2008 (tailored: delete paragraph 7.3) where you will be required to supply conforming product to an established design, and your quality system conforms to ISO 9002, MIL-I-45208 or another comparable specification or standard, this is sufficient description: you need not further describe your quality system in response to this solicitation. Identify in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement)of your offer, which standard you intend to use.

(2) If the Government is requiring ISO 9001:2008 (untailored) where your capability to design and supply conforming product needs to be demonstrated, and your quality system conforms to ISO 9001, MIL-Q-9858, or another comparable specification or standard, this is sufficient description: you do not need to further describe your quality system in your response to this solicitation.

Note: If the Government is requiring ISO 9001:2008(untailored), quality systems conforming to ISO 9002 or MIL-I-45208 or comparable quality systems are not acceptable for this contract.

(3) If your quality system does not conform to any of the standards listed immediately above, then in addition to identifying in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement), the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(4) If you provide a description of your quality system, make sure that your description covers how your system:

- (i) Achieves defect prevention, and
- (ii) Provides process control, and
- (iii) Ensures adequate quality controls throughout all areas of contract performance.

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If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]

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SECTION M - EVALUATION FACTORS FOR AWARD
M.1 Basis of Award.

M.1.1 The Government desires to make up to three (3) awards as a result of this RFP (subject to the conditions described in M.3.1.1 below). The Government will select up to three (3) proposals which represent the best value to the Government as described below. When proposals non-Price Factors are essentially equal, Price to the Government may be controlling in determining the successful offerors.

There are five evaluation factors: (1) Technical, (2) Schedule, (3) Price, (4) Past Performance and (5) Small Business Participation. The relative order of importance of these factors (and sub-factors where applicable) is set forth in M.4 below.

M.1.1.1 Requirement for Facility Clearance (SECRET). Portions of the information on this program will be classified as SECRET. To be considered for award, offerors must have a SECRET Facility Clearance (FCL). Offerors must submit documentation indicating their facility has been granted a SECRET FCL. Offerors who are considering a subcontractor must also submit documentation indicating that its subcontractor has obtained the necessary clearance in order to be considered for award for those subcontractors that will handle classified material. All FCL information will be verified through the Defense Security Service for all offerors and their subcontractors. Offerors without a security FCL will neither be able to discuss or access key aspects of the program that are classified nor will they be able to pass such information on to their subcontractor. Access to SECRET/SAR information will be required under the contract resulting from this RFP.

M.1.1.1.1 Export Controlled Information. This RFP contains Export Controlled information in Controlled Unclassified Attachments and within the Classified Annex to this RFP. Certain aspects of the Classified Annex are marked SECRET/NOFORN. It is the responsibility of the offeror, not the Government, to obtain the necessary export licenses to share any such information with subcontractors or to obtain access to the files themselves. The failure or inability of an offeror to obtain the appropriate license or agreement will not be considered as a mitigating factor in the evaluation process. In essence, if the appropriate information is not conveyed in the proposal or in the discussion process, an offeror's risk rating may be impacted.

M.1.1.2 Requirement for Information System Clearances. The Government will evaluate the documentation submitted in L.9.6 confirming the offeror and subcontractors, as applicable, have FCL and Information System Security clearances capable of handling, at a minimum, data and information classified SECRET prior to the close of discussions.

M.2 Rejection of Offers. In accordance with FAR 52.215-1 Alt. I contained in this RFP, the Government may reject any or all proposals if such action is in the Government's interests. Examples include, but are not limited to, the following:

- a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this RFP; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP requirements, that may include submission of a proposal which is unrealistically high or low in Price or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained significant inconsistency between the proposed effort and Price proposal, which implies that the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or
- d. Is unbalanced as to Price. An unbalanced offer is one, which is based on pricing significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its Price for each incrementally funded period; or
- e. Offers a product or services that do not meet all stated material requirements of the RFP; or
- f. Proposes exceptions to the attachments, exhibits, enclosures, or other RFP terms and conditions; or
- g. Requests more than \$450,000,000 in funding for the TD phase or is otherwise unaffordable for the TD phase; or
- h. Fails to meaningfully respond to the Proposal preparation instructions specified in Section L of this RFP.

M.3 Evaluation and Source Selection Process

M.3.1 Evaluation Process. Selection of the successful offeror(s) shall be made following an assessment of each proposal, based on the response to the information requested in Section L of this RFP and against the RFP requirements and the evaluation criteria described in Section M herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor and Sub-factor. The Government reserves the right to reject proposals, in accordance with RFP provision M.2 above. An offeror, as either a prime or joint venture partner, will only be eligible for one award, regardless of the number of proposals it submits.

M.3.1.1 The evaluation of proposals submitted in response to this RFP shall be conducted on a source selection basis utilizing a "trade-

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off" process to obtain the best value to the Government. The Government seeks to award to an offeror(s) who gives the greatest confidence it will best meet the requirements affordably. The Government will weigh the evaluated proposal (other than the Price Factor) against the evaluated Price to the Government. As part of the best value determination, the Government will assess the risks of each proposal, that include its strengths and weaknesses, in selecting the proposal(s) that are most advantageous and represent the best overall value to the Government. In utilizing the "trade-off" process to obtain the best value to the Government, the Government may select an offeror(s) whose approach submitted in response to the Technical Factor has been assessed as credibly achieving higher Tier 2 performance levels up to the threshold and/or achieving higher performance levels up to the objective against the underbody Improvised Explosive Device threats specified in GCV IFV Performance Specification requirements 1925 and 1827 than a credible approach that achieves lower performance levels. The Government reserves the right to make less than three (3) awards if the value of additional awards up to three (3) would offer only limited benefit to achieving program requirements or based on affordability of three (3) awards. The Government may make no contract award if it concludes that no proposal is affordable and/or offers a reasonable probability of achieving program requirements.

M.3.1.2 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the offeror(s) for contract award(s). A Source Selection Advisory Council (SSAC) will advise the SSA prior to the selection decision.

M.3.1.3 Source Selection Evaluation Board (SSEB). A SSEB has been established by the Government to evaluate proposals in response to this RFP. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria listed for this RFP. Careful, full and impartial consideration will be given to all proposals received in response to this RFP. All proposals shall be subject to evaluation by a team of Government personnel and Government support contractors (See L.1.3 and its subparagraphs).

M.3.1.4 Award with Discussions. This RFP includes FAR Provision 52.215-1 "Instructions to Offerors - Competitive Acquisition (Alternate I)" in Section L which advises that the Government intends to conduct discussions with offerors in the Competitive Range. Discussions will be conducted in accordance with FAR 15.306. Since written and oral communications are limited prior to any competitive range determination (FAR 15.306 (c)), it is vitally important that the offeror's initial proposal be complete and comprehensive.

M.3.2 Determination of Responsibility. In accordance with FAR 9.103, contracts will be placed only with offerors that the Contracting Officer determines to be responsible, that is, those who satisfactorily demonstrate the capability to perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet the standards of responsibility as set forth in FAR 9.104. In addition, the Government may assess the offeror's financial capabilities to meet the RFP requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors (or their Major Subcontractors), to aid the Contracting Officer in the evaluation of each offeror's proposal and ensure that a selected offeror is responsible. Additional requirements of responsibility for this contract are the necessary DSS Facility and Information Systems clearances. An approved Earned Value Management System (EVMS) is also highly desirable. A DCMA approved Accounting System or a system operating under a DCMA approved Corrective Action Plan is required to be determined as responsible. In the event the offeror's EVMS is not currently approved, the appropriate Defense Contract Management Agency office will be contacted and the Government will determine the suitability of the offeror's current system in making its responsibility determination. In addition, the Government may take into consideration in making its responsibility determination the information the offeror submitted in response to Section L.6.1.6. No award can be made to an offeror who has been determined to be not responsible by the Contracting Officer. To make sure an offeror meets the responsibility criteria at FAR 9.104, the Government may:

- (1) arrange a visit to an offeror's plant and perform a necessary Pre-Award Survey, or
- (2) request an offeror to provide financial, technical, production, or managerial background information. If the requested information is not submitted within seven (7) days from the date of receipt of the request, or if offeror refuses the Government access to its facility, the Government may determine the offeror non-responsible. If the Government visits the offeror's facility, please ensure that current data relevant to its proposal is available for Government personnel to review.

M.4 Evaluation Criteria

There are five evaluation factors:

- (i) Factor I: Technical
- (ii) Factor II: Schedule
- (iii) Factor III: Price
- (iv) Factor IV: Past Performance
- (v) Factor V: Small Business Participation.

The Technical Factor is slightly more important than the Schedule Factor. The Schedule Factor is more important than the Price Factor. The Price Factor is more important than the Past Performance Factor. The Past Performance Factor is slightly more important than the Small Business Participation Factor. The non-Price factors, when combined, are significantly more important than the Price Factor. Except as specifically described in Section M.4.2.1 below, no evaluation credit will be given for exceeding the threshold requirements of the GCV IFV Performance Specification.

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M.4.1 Importance of Price. Award(s) will be made to the responsible offeror(s) whose proposal(s) represents the best value to the Government. This may not be the offeror(s) with the lowest Price. However, the closer the offerors' evaluations are in those Factors other than the Price Factor, the more important Price becomes in the decision. Notwithstanding the relative order of importance of the five evaluation Factors stated herein, Price may be controlling when:

- a. proposals are otherwise considered approximately equal in the non-Price Factors; or
- b. an otherwise superior proposal is unaffordable in the TD phase; or
- c. the advantages of a proposal are not considered to be worth the price premium.

In spite of the non-Price Factors importance relative to Price, Price may play a deciding role in decisions for multiple awards to achieve program balance.

M.4.1.1 Affordability. The non-Price Factors, when combined, are significantly more important than the Price Factor. However, no proposal or combination of proposals, no matter how low the risk/highly rated, will be considered for award if unaffordable for the Technology Development (TD) phase. This includes contract award affordability based on (a) the total available funding in FY11-FY13 and, (b) since the awards will be RDTE incrementally-funded contracts, available funding within each of the FY11-FY13 funding periods. Proposals that require funding in advance of availability may not be considered for award.

FY funding is not often available to the GCV Project Management Office prior to 07 November of each respective fiscal year. Offerors should account for this in their execution planning and resourcing.

Proposals requesting funding in excess of \$450,000,000 for the TD phase will be considered unaffordable.

M.4.2 Technical Factor (Factor 1). This factor includes the following three sub-factors: (1) Integrated Design, (2) Technical Approach and (3) Unit Manufacturing Cost (UMC). The Integrated Design Sub-factor is slightly more important than each of the Technical Approach and UMC Sub-factors. The Technical Approach and UMC Sub-factors are of equal importance.

M.4.2.1 Integrated Design Sub-factor (Sub-factor 1). The information submitted in response to the Integrated Design Sub-factor will be evaluated to assess the risks that:

- (a) The offeror's approach credibly meets the Tier 1 requirements specified in Attachment 025 including proposed performance, if any, above the threshold up to the objective against the underbody Improvised Explosive Device threats specified in requirements 1925 and 1827;
- (b) The offeror's approach credibly meets its proposed performance against the Tier 2 requirements specified in Attachment 025;
- (c) The initial concept credibly allocates space for all subsystems (to include space allowing for sway space, cables, hydraulic lines and other interfaces required for operation, access to remove/replace components at LRU level), for the crew and the nine-person Infantry squad, and for the Equipment Stowage List Requirements items it proposes;
- (d) The proposed approach will meet SOW C.20.4; and
- (e) The proposed Mobility architecture has power consumption estimates that accurately account for the applicable subsystems identified in its Product Structure; provides cooling/heat rejection estimates that accurately account for the applicable subsystems identified in its Product Structure, and, if proposing a tracked vehicle, an overall vehicle size conforming to an L/T ratio of 1.4 to 1.8 (no distinction will be drawn for L/T ratios between 1.4 and 1.8).

There will be no inherent advantage or inherent disadvantage to an offeror that selects the Army armor solutions as provided in the Classified Annex to this RFP. The solution will be evaluated on its own merits. With the exception of the evaluation of performance against the underbody Improvised Explosive Device threats specified in requirements 1925 and 1827, proposed performance beyond threshold will not receive any further evaluation credit, except to the extent such performance credibly reduces the risk of achieving the threshold. For evaluation of performance against the underbody Improvised Explosive Device threats specified in requirements 1925 and 1827, evaluation credit will be given up to the objective for performance levels that are assessed as credibly exceeding the threshold. Credible approaches that propose to achieve performance levels closer to the Tier 2 thresholds may be viewed more favorably than credible approaches that propose to achieve lower performance levels. In addition, credible approaches that propose to achieve performance levels up to the objective against the underbody Improvised Explosive Device threats specified in requirements 1925 and 1827 may be viewed more favorably than credible approaches that propose to achieve lower performance levels in those requirements.

M.4.2.2 Technical Approach Sub-factor (Sub-factor 2). The information submitted in response to the Technical Approach Sub-factor will be evaluated to assess the risks that the offeror understands the efforts to successfully design and develop the GCV IFV that meets all of the Tier 1 Threshold requirements, and as many of the Tier 2-3 threshold requirements as possible to balance the achievement of the Army's GCV IFV Unit Manufacturing Cost target while minimizing the schedule risk in meeting the program's year seven (7) production date

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goal. An offeror's technical approach that does not show a process for trading off the Tier 2/3 requirements while balancing the achievement of the UMC target while minimizing the schedule risk may impose risk. Likewise, an approach that simply proposes to comply with the requirements, or an approach that proposes to use "best practices" in performing its technical approach without the required narrative explaining how those practices are specifically applied to the GCV IFV TD phase may also impose risk. In addition, a credible approach that proposes to meet all requirements but does not balance the achievement of the UMC target while minimizing schedule risk in meeting the programs year 7 production date goal may impose risk.

M.4.2.3 UMC Sub-factor (Sub-factor 3). The Government will assess the risks associated with the affordability of the offeror's GCV IFV initial concept by comparing the UMC estimate submitted in response to the UMC Sub-factor to be at or below \$10.5 million. As part of its risk assessment, the Government will:

- (a) Determine strengths and weaknesses associated with the completeness, credibility, and realism of the offeror's UMC estimate, and
- (b) Generate confidence levels and UMC values for the offeror's GCV IFV initial concept and compare it to \$10.5 million. Generate UMC values for the offeror's GCV IFV initial concept and assess confidence levels that the Government generated UMC values will be at or below \$10.5 million.

M.4.3 Schedule Factor (Factor 2). The information submitted in response to the Schedule Factor will be evaluated to assess the risks that the offeror will achieve the contractual requirements at the conclusion of GCV IFV TD phase and the Early Prototype (-) vehicle delivery in the EMD phase. The primary purpose of the substantiating data submitted for the Technology Readiness Level Self-Assessment Form is to document and verify the credibility of the offeror's proposed TRLs and to assess schedule risk impacts for modified TRL 6 or higher technologies proposed.

M.4.4 Price Factor (Factor 3).

M.4.4.1 The information submitted in response to the Price Factor will be evaluated to assess the reasonableness and realism of the offeror's proposed Target Price reflected in CLIN 0001 in RFP Section B.

M.4.4.1.1 Reasonableness. The assessment of the proposed Target Price will include the consideration of reasonableness. A price is considered reasonable if it does not exceed what would be incurred by a prudent person in the conduct of competitive business.

M.4.4.1.2 Realism. Realism means that the offeror's proposed Target Price is consistent with its approach and reflects a clear understanding of the requirements. The Government will evaluate the realism of the offeror's proposed Target Price by reviewing the offeror's proposal, as supported by the proposal's cost element build-up, to assess whether the proposed Target Price reflects the offeror's proposed approach. Where the offeror's proposed Target Price lacks realism relative to its approach, the evaluations under the Technical and/or Schedule Factors (and the applicable Sub-factors) may reflect increased risk. In the event the offeror proposes any cost decrements as described in L.6.1.6, the Government may consider the realism of such decrements in its assessment.

M.4.5 Past Performance Factor (Factor 4).

M.4.5.1 The Past Performance Factor will assess the risks associated with the probability that the offeror will successfully perform the contract based on the offeror's and Subcontractors record of past performance on recent and relevant contracts. The offeror may also be evaluated based on other internal Government or private source information. In this regard, the Government may utilize the Contractor Performance Assessment Reporting System (CPARS), the Past Performance Information Retrieval System (PPIRS), and/or any other available Government database to search for recent and relevant offeror performance and ratings.

M.4.5.2 Unknown Risk: offerors without a record of recent and relevant past performance will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

M.4.6 Small Business Participation Factor (Factor 5).

M.4.6.1 The Government will evaluate the extent of first-tier small business participation (in terms of the offeror's proposed Total Contract Price) which the offeror credibly proposes to subcontract to U.S. small business (SB) concerns (including (SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB and/or HBCU/MIs) in the performance of the contract. For the purpose of this evaluation, the extent of offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern, for NAICS code 336992, will also be considered small business participation.

M.4.6.2 The evaluation will consist of the following:

- a. The extent to which the proposal identifies participation by U.S. small business concerns to achieve the Governments SB subcontracting goals (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the offeror's proposed Total Contract Price. The Governments subcontracting goals for small business participation are:

20% for SBs

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2% for SDBs
2% for WOSBs
1.3% for HubZone SBs
1.3% for VOSBs
1.3% for SDVOSBs

b. An assessment of the realism, that includes strengths and weaknesses, that the offeror will achieve the levels of small business participation identified in the proposal. This assessment will be based on an assessment of the offeror's proposed small business participation approach and the probability that the offeror will satisfy commitments and requirements, on the instant contract, based upon the extent of satisfaction of FAR 52.219-8 and/or FAR 52.219-9 (as applicable) commitments on prior contracts.

*** END OF NARRATIVE M0001 ***